STATE OF NEW HAMPSHIRE

LIQUOR COMMISSION

REQUEST FOR PROPOSALS

FINANCIAL SERVICES

RFP 2026-05 – FINANCIAL

Issued

February 20, 2026

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SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

A. Executive Summary

The New Hampshire Liquor Commission ("NHLC" or the "State") seeks to procure technical accounting assistance with software system analysis and reconciliations, process flow documentation, enhancement for its Microsoft Dynamics 365-based "NextGen" solution, and assistance with Annual Comprehensive Financial Reports, including assistance preparing the annual Financial Statement Audit. The NHLC intends to enter into a contract with a financial services vendor ("Vendor" or "Proposer") commencing on or about July 1, 2026, and ending on June 30, 2028, with option to extend for two additional terms of one year each, as mutually agreed.

B. Schedule of Events

The following table provides a Schedule of Events for this Request for Proposals (RFP). The NHLC 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	2/20/26	N/A
Deadline for Vendors to Submit Inquiries	3/4/26	2:00 PM
Deadline for NHLC to Issue Responses to Vendor Inquiries	3/6/26	2:00 PM
Submission Deadline for RFP Proposals by Vendors	3/20/26	2:00 PM
Timeframe for Optional Interviews	3/23/26 - 3/27/26	TBD
Estimated Notification of Vendor Selection	4/1/26	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, with the exception of wines sold by licensees of the NHLC or by direct shippers, are made through the NHLC's 65 wine and liquor retail locations, known as New Hampshire Liquor & Wine Outlets, or through warehouses owned or contracted by the NHLC. These sales include both retail sales direct to individual consumers and wholesale sales to licensed establishments for consumption either on or off the premises. In addition to liquor and wine sales, the NHLC collects license fees for the manufacturing, sale, transportation, or warehousing of alcoholic beverages and a per gallon tax on beer sold by wholesale distributors and beverage manufacturers in New Hampshire.

The NHLC is a leading retailer in the beverage alcohol industry and a crucial resource for the State of New Hampshire. In Fiscal Year 2025, the NHLC generated $742.5 million in annual sales, delivering $120.2 million to the state in revenue to support critical state programs. Twelve million customers annually from across North America make purchases from the NHLC's expansive offerings of tax-free wine and spirits. The NHLC is recognized as an industry leader for our innovative approach to retailing and customer service, accomplished through our dedicated team of over 1,300 employees.

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

D. Vendor Instructions

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

SECTION 2: REQUIREMENTS AND SCOPE OF WORK

A. Minimum Qualification Requirements

The following requirements are mandatory for all Vendors. A Vendor who fails to meet all of the minimum qualification requirements will be deemed non-compliant and will be disqualified from further consideration.

1. The Vendor must be a certified public accounting firm.

2. The Vendor must be a member of the Association of International Certified Professional Accountants (AICPA).

3. The Vendor must have at least five (5) years of experience auditing and producing annual comprehensive financial reports for government entities.

B. Scope of Work

1. Vendor Consultant Team

The Vendor selected as a result of this solicitation will provide a team of accounting and audit support consultants to assist the Division of Finance and Audit, related State staff, and other vendor teams with tasks as assigned, including but not limited to those outlined in subsection B(2) below. The Vendor's team provided in response to this solicitation will work under the direction of the NHLC's Chief Financial Officer. They must work collaboratively with state staff and the other contractor teams supporting the NextGen environment. It is further expected that the successful Vendor will work openly and directly with the state audit team, including the Legislative Budget Assistant, to facilitate understanding of the support and transaction cycles. Vendor resources will be fully integrated with the NHLC Finance team. It is required that all parties actively and collaboratively participate in issue resolution even when the issue is not in their primary area of responsibility.

a. Vendor shall perform the work in accordance with the American Institute of Certified Public Accountants' Statement on Standards for Consulting Services.

b. Vendor shall provide on-site support and assistance to the NHLC as requested by the NHLC. Vendor must assume all reasonable travel and related expenses.

c. Vendor shall furnish all materials, tools, equipment, labor, and transportation necessary to provide the services described in this RFP. If necessary to complete NHLC-related tasks, the NHLC may provide laptops for temporary use by Vendor personnel during the Agreement.

d. Vendor staff assigned to work under any resulting Agreement shall possess the qualifications, skills, and experience in the areas of government finance and accounting necessary for satisfactory completion of the work. The NHLC reserves the right to require removal or reassignment of Vendor staff found unacceptable to the State.

e. All access to State of New Hampshire and NHLC software and computer systems will be performed using State issued equipment. The NHLC has general ledgers established in both the NHLC's Enterprise Resource Solution, Microsoft Dynamics 365 (D365), and the State of New Hampshire's system of record, NHFIRST.

2. Deliverables

Vendor shall provide services to the NHLC, including but not limited to:

a. Support for disclosure of any new accounting pronouncements;

b. Assist with the roll-forwards of balance sheet accounts;

c. Preparation of audit workpaper and supporting schedules;

d. Support for investigating reconciling differences between NHLC general ledgers in NHFIRST and D365;

e. Preparation of transaction cycle walk-throughs;

f. Preparation of transaction cycle documentation;

g. Support for preparation account reconciliations;

h. Support for annual comprehensive financial report (ACFR) preparation including the cash flow statement;

i. Account review in support of the financial statement audit;

j. Preparation and validation of capital lease support for GASB 87;

k. Preparation and validation of capital lease support for GASB 96 (SBITA);

l. Capital asset accounting and reporting support;

m. Debt validation and preparation of audit support;

n. Support for NHLC's accounts receivable team;

o. Review of accounts receivable aging/schedule; and

p. Review of accounts payable aging/schedule.

3. Additional Requirements

a. Vendor shall complete the work to the satisfaction of the NHLC and in accordance with the specifications herein. All the work to be done and labor to be furnished under

any resulting Agreement shall be completed and provided strictly pursuant to, and in conformity with, the specifications described herein, the best standards and practices of the profession, and any directions from the NHLC representatives as given from time to time during the progress of the work, under the terms of any resulting Agreement.

b. Vendor shall take all responsibility for its work under any resulting Agreement. Vendor 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 or orders issued, or by failure of the NHLC to give such permission or issue such orders. The Vendor shall bear all losses on account of the amount or character of the work performed, or due to any error on the part of the Vendor in their estimation or expectation of project requirements

c. Vendor and its employees shall not represent themselves as employees or agents of the State or NHLC. The use of NHLC telephones by the Vendor's personnel is prohibited. While on the State of New Hampshire's property, Vendor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

e. Vendor and its employees shall be allowed only in areas approved by the assigned NHLC project manager. The NHLC may require that Vendor employees carry credentials indicating that they are employees of Vendor.

f. The Vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for greater than one (1) year is an authorized penalty.

g. The Vendor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

h. While on-site, Vendor's personnel shall observe all regulations or special restrictions in effect at the NHLC.

i. The Vendor shall secure and pay for all licenses and certifications necessary for the execution of work.

j. Vendor shall remain in Good Standing with the New Hampshire Secretary of State and shall provide to the NHLC, upon the NHLC's request, a Certificate of Good

Standing evidencing this status.

k. Vendor shall maintain insurance in the types and amounts specified in Provisions 14 and 15 of the State of New Hamshire Form P-37 (See Appendix B). Additionally, Vendor shall maintain Professional Malpractice Insurance in the amount of $1,000,000.00 for the duration of any resulting contract. Vendor shall provide to the NHLC, upon the NHLC's request, a Certificate(s) of Liability Insurance evidencing these requirements.

SECTION 3: CONTRACT TERMS AND CONDITIONS

A. Non-Exclusive 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.

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, if applicable, and upon continued appropriation of funding for the contract.

C. Anticipated Contract Term

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

The initial Contract Term will begin on the Effective Date and continue through June 30, 2028. The Contract Term may be extended for up to two (2), one-year terms ("Extended Contract Term") at the sole option of the State, subject to the parties' written agreement on terms and fees for each Extended Contract Term, and contingent upon satisfactory vendor performance, continued funding, and, if applicable, Governor and Executive Council approval.

Contract Continuity: Upon expiration of the initial contract term or any Extended Contract Term, the Vendor shall continue to provide all services required under the same terms and conditions of the then-in-force contract on a month-to-month basis for a period not to exceed four (4) months to enable the NHLC to identify a satisfactory replacement.

D. Standard Contract Terms

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

The terms of this RFP and the selected Vendor's Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected Vendor'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 Vendor believes that exceptions to the contract terms in Appendix B will be necessary for the Vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described in Section 4(C).

E. Use of Subcontractors

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

F. Related Documents Required

The selected Vendor 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 Vendor 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.

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 full execution and 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 Vendor, 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 Vendor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications. No phone calls are permitted during the RFP process.

C. Vendor 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 B, including the Form P-37, shall be submitted via email to the RFP Point of Contact specified above. Inquiries must be received by the end of Vendor Inquiry Period (see Schedule of Events herein). Proposers shall not contact the Point of Contact by phone. Proposers shall not contact the Point of Contact after the close of the inquiry period. All inquiries must be received by the Deadline to Submit Inquires

When submitting inquiries, the Vendor must identify the RFP name and the number and include the Vendor'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. Official responses to inquiries will be posted to the NHLC's website with the RFP. 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. Vendors 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
Vendors 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 vendor agrees that in no event shall the NHLC be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

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 vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Vendors and without effort to preclude the 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 vendor. 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 Vendor'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 Vendor believes any information submitted in response to this RFP should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the NHLC. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

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

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 Vendor. 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, Vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

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 Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, 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 Vendor

Within 5 business days of the NHLC's posting of the rank or score on its website, Vendors 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 Vendor believes the NHLC erred in its process and shall contain such argument in support of its position as the Vendor seeks to present. In its request for review, a Vendor 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 Vendor, the Physical Proposal shall take precedence.

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

If a Proposal contains information that a Vendor believes to be confidential, the Vendor 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. Unless waived as a non-material deviation in accordance with Section 8, late submissions will not be accepted and will be returned to the Vendor unopened. Delivery of the Proposals shall be the Vendor's responsibility and at the Vendor'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 Vendor'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# 2026-05 – Financial Services

Physical Submissions shall include:

a. Package 1 - Technical Proposal: One (1) original and three (3) clearly identified copies of the Technical Proposal, including all attachments. If applicable, Package one must include one (1) separate copy of the Technical Proposal with all Confidential Information fully redacted, as provided for in Section 5H of this RFP.

b. Package 2 - Cost Proposal: One (1) original and three (3) copies of the Cost Proposal, which must be clearly labeled and sealed separately from the Technical Proposal.

2. Electronic Proposals

Electronic Proposals must be addressed to:

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

Proposals must be clearly marked as follows:
Subject: RESPONSE TO RFP: NHLC RFP# 2026-05 – Financial Services

Electronic Submissions must be submitted using the following criteria:
Searchable PDF Format
Files must be less than 10MB in size.

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

Electronic Submissions shall include:
Attachment 1 - Technical Proposal

a. The Technical Proposal, including all required attachments.
b. If applicable, one (1) separately attached copy of the Technical Proposal with all Confidential Information fully redacted, as provided for in Section 5H of this RFP.

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 Vendor 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: Vendor Experience and Qualifications
   - **d.** Section II: Approach to NHLC Requirements
   - **e.** Section III: Vendor Attachments
   - **f.** State of New Hampshire Proposal Transmittal Form Letter

2. **Cost Proposal**
   - **a.** Cover Page
   - **b.** Completed Hourly Labor Rates table included in Appendix A.

B. Technical Proposal Components

1. Cover Page

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

STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION
RESPONSE TO RFP:
NHLC RFP# 2026-05 – Financial Services
FINANCIAL SERVICES
TECHNICAL PROPOSAL

The cover page should also include the Vendor's name and address, as well as the contact person, contact telephone number and email address.

2. Table of Contents

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

3. Section I: Vendor Experience and Qualifications

The Vendor must provide responses to all subsections listed below in Section 7(D)(1): Corporate Overview, Prior Project Examples and Reference, Vendor Key Staff, and Financial

Strength and Litigation. Each subsection should be clearly labeled and/or distinguished for clarity, with the starting page of each subsection indicated in the Table of Contents.

4. Section II: Approach to Meeting NHLC Requirements
The Vendor must provide responses to all subsections listed below in Section 7(D)(2): Vendor Staff Availability, Accounting and Audit Support, and Planning, Management, and Issue Resolution. Each subsection should be clearly labeled and/or distinguished for clarity, with the starting page of each subsection indicated in the Table of Contents.

5. Section III: Vendor Attachments
Section IV provides for extra materials that may be referenced in Sections I, II, and III of the Technical Proposal.

6. State of New Hampshire Proposal Transmittal Form Letter
The Vendor must provide a signed copy of the Proposal Transmittal Form Letter included in Appendix C.

C. Cost Proposal Components

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

1. A Cover Page that includes the Vendor'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# 2026-05 – Financial Services
FINANCIAL SERVICES
COST PROPOSAL

2. The hourly rate information described in Appendix A.

D. Technical Proposal Content

Vendors should provide narrative responses to the topics below and provide examples and attachments as appropriate.

1. Vendor Experience and Qualifications

a. Corporate Overview

For Vendor and any proposed Subcontractors, provide a history of the company, including number of years in business, major business areas and services provided. Provide a high-level description of the company's organization. Additionally, provide the following information:

i. Full legal company name;
ii. Year business started;

iii. If applicable, information on any parent or subsidiary relationships;
iv. State of formation;
v. Location of headquarters;
vi. Presence in New Hampshire;
vii. Current number of individuals employed (total and in New Hampshire specifically);
viii. Relevant licenses or certifications held; and
ix. Evidence of membership in the AICPA.

b. Prior Project Examples and References

Provide three (3) detailed examples of projects completed for clients of a size and scope similar to the NHLC, with emphasis on retail and government clients. Include client contact information, 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 Vendor concerning past work experience. All contact information must be current. The NHLC shall not be responsible to search for contact information.

c. Vendor Key Staff

Identify and provide resumes for the team that will oversee the NHLC account, including years of service, location and special training or certifications held.

d. Financial Strength and Litigation

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

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

2. Approach to Meeting NHLC Requirements

a. Vendor Staff Availability

Describe the approach for on-site support by the vendor's personnel as needed by the NHLC, including vendor personnel able to provide on-site support at the NHLC's Headquarters in Concord, NH. Include any requirements, such as equipment or

Internet access, vendor staff would require for on-site work. Describe the approach for remote support, including connectivity needs and communication methods.

b. **Accounting and Audit Support**
Describe vendor's ability to support and assist the NHLC with its needs in the areas of audit, accounting, and financial statements, including footnotes. Vendor should address the specific Deliverables identified in in Section 2(B)(2).

c. Planning, Management, and Issue Resolution
Describe the vendor's approach to project planning. Explain how the vendor will manage staff and workload, including approach to adjusting staffing levels as needed throughout the engagement. Describe the vendor's communication style and approach to issue resolution with regard to time conflicts and capabilities related to the process for support.

E. Cost Proposal Content

Vendor must provide the hourly rate information indicated in Table A-1: Vendor Hourly Labor Rates by Position located within Appendix A. Provide any discussion necessary to ensure understanding of data provided. The Vendor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded," including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

SECTION 8: EVALUATION OF PROPOSALS

A. Criteria for Evaluation and Scoring

The NHLC will score Proposals based on a total of 100 possible points. A maximum of 70 points is available for Technical Proposal component of the Proposal and a maximum of 30 points is available for the Cost Proposal. Each timely and responsive Proposal will be evaluated and considered according to the following criteria:

Technical Proposal (70 points)

- Vendor Experience and Qualifications (30 points) – including but not limited to knowledge and relevant experience of Vendor and key staff, additional certifications and professional association memberships, and financial condition.

- Approach to Meeting NHLC Requirements (40 points) – including but not limited to Vendor ability to provide requisite staff to meet the support needs outlined in this RFP and Vendor's approach to communication, workload, and project planning.

Cost Proposal (30 points) – includes the hourly rates provided in Table A-1 within Appendix A.

CATEGORIES	POINTS	
TECHNICAL		**70**
Vendor Experience and Qualifications		
a. Prior Project Examples and References	10	
b. Vendor Key Staff	10	
c. Corporate Overview	5	
d. Financial Strength and Litigation	5	
Plan for Support		
a. Accounting and Audit Support	20	
b. Planning, Management and Issue Resolution	15	
c. Vendor Staff Availability	5	
COST PROPOSAL		**30**
Hourly Rates by Position		
a. Principal/Partner	5	
b. Manager	10	
c. Senior	10	
d. Staff	5	
TOTAL POTENTIAL POINTS		**100**

The NHLC will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews, product demonstrations, and 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 Vendor(s) and begin negotiations. Should the NHLC be unable to reach agreement with the high-scoring Vendor(s) during contract discussions, the NHLC may then undertake contract discussions with the next high-scoring Vendor 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. Oral Interviews and Product Demonstrations (if necessary);
4. Step 4. Final Scoring of Technical Proposals;
5. Step 5. Cost Proposals review;
6. Step 6: Best and Final Offer (BAFO) if appropriate; and
7. Step 7: Final Selection: Select the highest scoring vendor(s) and begin contract execution.

C. Step 1: Initial Screening

The NHLC will conduct an initial screening to verify Vendor 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 Review of Proposals

The NHLC will establish an evaluation team to review for compliance of the minimum requirements as set forth in Section 2. The evaluation team will then review the Technical Proposals. Cost Proposals will not be reviewed by the evaluation team during the preliminary technical review.

E. Step 3: Oral Interviews

If the NHLC determines that it is appropriate, Vendors may be invited to oral interviews. The NHLC retains the sole discretion to determine whether to conduct oral interviews, with which Vendors, and the number of interviews. Vendors are advised that the NHLC may decide to conduct interviews with less than all responsive Vendors.

The purpose of the oral interviews is to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews. The NHLC may ask the Vendor to provide written clarifications of elements in their Technicial Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews will be used to refine technical review scores.

F. Step 4: Final Scoring of Technical Proposals
Following, as applicable, oral interviews, product demonstrations, reference checks 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.

G. Step 5: Cost Proposal Review
Cost Proposals will be reviewed upon completion of the final technical scoring of Proposals.

The Cost Proposal will be allocated a maximum potential score of 30 points. Scoring of the Cost Proposal will utilize the data supplied by the Vendor in Table A-1 and as detailed in Appendix A.

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

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

For the purpose of evaluating Cost Proposals, the "Lowest Proposed Price" is defined as the lowest price proposed by a Vendor that received a technical score.

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

H. Step 6: Best and Final Offer (BAFO)
Upon completion of the scoring process outlined above, the NHLC may, at its sole option, invite the highest scoring Vendors to submit a "Best and Final Offer" for the NHLC's consideration. The NHLC reserves the right to select the Vendor based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any Vendors. As the NHLC may not request a Best and Final Offer, Vendors are encouraged to provide their most competitive prices in their initial proposals.

The Best and Final Offer (BAFO) is a one-time invitation only process for a Vendor to submit its lowest priced offer for the NHLC's consideration. The NHLC will provide a deadline submission date for the BAFO and may uniformly communicate in writing any price/cost targets that the NHLC is seeking in the BAFO. All restrictions on contact with State employees outlined in this RFP shall remain in effect.

Each invited Vendor may only make one BAFO. The BAFO may not alter the substance of the Vendor's Technical Proposal. The BAFO may only amend the Vendor's initial Cost Proposal.

To the extent the NHLC solicits and receives a BAFO pursuant to this section, the NHLC will re-score the BAFO participants' Cost Proposals after review of the BAFO in accordance with Section 8G. The NHLC will not select a Vendor based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the Technical Proposal and BAFO pricing. Only those Vendors who were invited to submit a BAFO will be considered for the award.

I. Step 7: Final Selection

The NHLC will conduct a final selection based on the final evaluation of the Proposals or, if requested, as a result of the Best and Final Offer, and begin contract discussions with the selected vendor(s).

J. 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 vendor and so on, if the NHLC is unable to reach an agreement on contract terms with the higher scoring vendor(s).

APPENDIX A: COST PROPOSAL WORKSHEET

1. Instructions for Completing Table A-1.

Vendor must provide the hourly labor rate in U.S. dollars for its Consultant Staff as listed by position in the table below. Labor rates must be provided for each calendar year of the anticipated Agreement. The anticipated term of the Agreement is July 1, 2026, through June 30, 2029. All hourly labor rates must be fully loaded as indicated in Section 7(E). Provide any discussion necessary to ensure understanding of the data provided.

TABLE A-1: VENDOR HOURLY LABOR RATES BY POSITION			
Position	**2026**	**2027**	**2028**
Principal/Partner	$	$	$
Manager	$	$	$
Senior	$	$	$
Staff	$	$	$

2. Scoring of the Table A-1 Hourly Rates

To score the hourly rates provided in Table A-1 for the Cost Proposal, each hourly rate will first be multiplied by the estimated hours per calendar year in Table A-2 below to reach an estimated total cost per calendar year. Second, each position's estimated total cost per calendar year will then be added to reach a total estimated cost by position for the anticipated initial term of the resulting Agreement. Finally, these estimated costs by position for the anticipated initial Agreement term will be used in the formula included in Section 8(G) to reach a score for each position as indicated in the scoring chart including in Section 8.

TABLE A-2: ESTIMATED HOURS PER CALENDAR YEAR PER POSITION			
Position	**2026**	**2027**	**2028**
Principal/Partner	50	100	50
Manager	100	200	100
Senior	150	250	150
Staff	150	200	150

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

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<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 one (1) 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, if applicable.

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 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 2026-05 – Financial Services
c. Vendor Proposal Response to State of New Hampshire, Liquor Commission RFP 2026-05 – Financial Services

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

A. Provision 27. EXHIBITS/ATTACHMENTS
The Exhibits and Attachments referred to in and attached to the Agreement are incorporated by reference as if fully included in the text of the Agreement.

B. Provision 28. NON-EXCLUSIVE CONTRACT
The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

C. Provision 29. GOVERNMENT APPROVALS
Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Agreement.

P-37 Agreement Exhibit B: Scope of Services
In addition to Services detailed in the RFP, the Scope of Services shall include the following:
GENERAL TERMS AND CONDITIONS

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

The Vendor and its Subcontractors shall maintain, in accordance with generally accepted accounting principles and other procedures specified by the State, all pertinent financial and accounting records, including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any

litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

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

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

B. ACCESS BY VENDOR AND COOPERATION

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

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

C. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

D. INTELLECTUAL PROPERTY

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

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

E. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.

Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

F. DATA LOCATION

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

G. SECURITY INCIDENT OR DATA BREACH

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: The Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified

contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

H. BREACH RESPONSIBILITIES

1. This section only applies when a Data Breach occurs with respect to State Data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. The Contractor shall:
   a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
   b. promptly implement necessary remedial measures, if necessary; and
   c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
   a. the investigation and resolution of the Data Breach;
   b. notifications to individuals, regulators or others required by State law;
   c. a credit monitoring service required by State (or federal) law;
   d. 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
   e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

I. 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.

B. Invoicing and Terms of Payment

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services as permitted by the

Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

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

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

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. Payment is issued through the State Treasurer and forwarded to Vendor within fourteen (14) days after processing begins at the 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 Vendor of the alleged error prior to the due date of such payment. The State and the Vendor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Vendor. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

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 Vendor

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

D. Credits

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

E. Shipping and Delivery Fee Exemption

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

Appendix C: State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____
Address: _____
To: Janet Donnelly
(603)230-7048
Janet.M.Donnelly@liquor.nh.gov
RE: Proposal Invitation Name: Cash Management Systems
Proposal Number: NHLC RFP#2026-05 – Financial Services
Proposal Due Date and Time: 3/20/2026 2:00 PM ET

To Whom It May Concern:

Company Name: _____hereby submits an offer to provide to the State of New Hampshire the Services indicated in NHLC RFP#2026-05 – Financial Services at the price(s) quoted in Vendor Response Price Proposal, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix B.

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

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
1. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled.
2. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20.
3. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation.
4. Is currently debarred from performing work on any project of the federal government or the government of any state.
5. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state.
6. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing.

7. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled.
8. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section.
9. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment: or
10. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

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

Our official point of contact is: _____

Title: _____

Telephone: _____ Email: _____

Authorized Signature Printed: _____

Authorized Signature: _____