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New Hampshire Liquor Commission

50 Storrs Street
Concord, NH 03301
(603) 230-7015

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

May 4, 2022

His Excellency, Governor Christopher T. Sununu,
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to amend its contract with Accenture, LLP (Vendor # 283094), New York, New York, formerly Blue Horseshoe Solutions, Inc. (Vendor # 319635), Carmel, Indiana, for the implementation of the NHLC's Microsoft Dynamics 365 (D365) solution as well as for post-implementation support and maintenance. The amendment increases the contract price limitation by $1,496,520, resulting in an amended price limitation of $14,955,054, effective upon Governor and Council approval through June 30, 2033. Through the amendment, the parties will extend the timeline for implementation by adding an "Implementation Phase 3" to the schedule. During Implementation Phase 3, Accenture will develop multiple system enhancements and provide additional assistance with project testing. The amendment also includes a contingency phase that allows go-live in February of 2023. Funding: 100% Liquor Funds.

Funding is available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

State Fiscal Years	Co.-Activity-Acctg. Unit; Class Code	Class Title	Amount
2022	02-77-77-771512-10300000: STORE OPERATIONS; 038-509038	Capital Projects	$1,496,520

EXPLANATION

On June 24, 2020, the Governor and Council approved the NHLC's contract with Blue Horseshoe Solutions, Inc. for the implementation of a D365-based solution, which will integrate, enhance, and support the full breadth of the NHLC's operations and replace its legacy systems. Following implementation, Blue Horseshoe will provide system support and maintenance through June 30, 2033.

On August 18, 2021, the Executive Council approved an amendment to extend the implementation timeline in response to multiple operational barriers, which pertained predominantly to the solution's integration with the State's NHFIRST accounting system. *See* G&C Item No. 64 (August 18, 2021).

Between September 10, 2021 and February 1, 2022, Accenture, LLP undertook the process of acquiring Blue Horseshoe Solutions, Inc. The NHLC has consented to this merger, and through this

amendment, the parties acknowledge the change in contractor.

With regard to the current amendment, the unprecedented staffing shortages presently faced by the Department of Information Technology ("DoIT") have resulted in insufficient State resources to complete implementation by May 2022, as was previously planned. The DoIT's staffing shortage, coupled with recent platform updates from Microsoft, which complicated development, required the parties to revise the implementation timeline.

The Executive Committee overseeing the D365 project, which consists of officials from the NHLC, DoIT, Department of Administrative Services ("DAS"), and the Department of Safety, believes that this amendment is necessary to ensure that the State's information technology infrastructure, its NH First financial system, and the NHLC's retail stores are fully prepared to transition to the new system. Extending the implementation timeline will allow the involved agencies to address several operational barriers, including: 1) vacancies in NHLC-imbedded DoIT staff; 2) recent manufacturer upgrades to the D365 platform; 3) the inaccessibility of NH FIRST at multiple points annually due to internal accountings/reconciliations; and 4) the inability to go-live date during the NHLC's retail outlet's higher-sales months. The amendment allows for an October 2022 go-live at the earliest; however, given the present uncertainties in the labor market, and limitations faced by the DoIT, the amendment also permits a February 2023 go-live, if both parties confer and agree that such is necessary.

Additionally, the extension allows for multiple system enhancements, including security modifications, Power BI report development, updated system test scripts, user training in numerous areas, and significant supplemental assistance from Accenture during the rollout. The amendment retains all team leads from Blue Horseshoe/Accenture, ensuring continuity of project knowledge.

It is the position of the NHLC and the Executive Committee that this amendment is a pragmatic and cost-effective method of addressing the logistical challenges described above and is necessary to ensure the overall success of the project.

Respectfully submitted,

Joseph M. Mollica
Chairman, Liquor Commission

Executive Committee

Denis Goulet
Commissioner, Dept. of Information Technology

Charles M. Arlinghaus
Commissioner, Dept. of Admin. Services

Richard C. Bailey, Jr.
Assistant Commissioner, Dept. of Safety

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STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made this 3rd day of May, 2022, between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Accenture LLP, as a successor in interest of Blue Horseshoe, Inc., with a principal place of business at 11939 N. Meridian Street, Suite 300, Carmel, Indiana 34066 (hereinafter the "Contractor" or "Accenture") (all together, the "parties").

WHEREAS the NHLC and Blue Horseshoe, Inc. entered into an agreement approved by the Governor and Executive Council of the State of New Hampshire on June 24, 2020 ("the Agreement"), pursuant to which Contractor is required to provide the NHLC with professional implementation services to complete the development and deployment of the NHLC's Microsoft Dynamics 365 Enterprise Resource Planning solutions as well as post-implementation support and maintenance services.

WHEREAS on August 18, 2021, the Governor and Executive Council approved an amendment to the Agreement to extend the timeframe for implementation and modify the pricing accordingly.

WHEREAS, Accenture LLP acquired Blue Horseshoe Solutions, Inc. on September 10, 2021. Blue Horseshoe operated as Blue Horseshoe Solutions, LLC from September 10, 2021 through February 1, 2022, when Blue Horseshoe became fully absorbed into Accenture.

WHEREAS the parties have determined that additional technical services and further extension of time are required to ensure successful implementation of the NHLC's Microsoft Dynamics 365 Enterprise Resource Planning solution.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 17 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

Form P-37 – General Provisions is amended as follows:

1. Amend Section 1.8 to change Contractor Name to: Accenture, LLP.

2. Amend Section 1.8 to reflect a $1,496,520 increase to the current price limitation, which shall result in a Revised Price Limitation of $14,955,054, including Contingency for February 2023 go live.

Exhibit A – Special Provisions is amended as follows:

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1. Amend Section 3.1.1 to change 22 months to 36 months, such that the third sentence of the section reads:

   "Implementation, exclusive of the Warranty Period, shall be completed within 36 months of the Effective Date, with the exception of delays resulting from Force Majeure events. This timeline includes the Contingency Phase and associated costs in the event that the system go-live occurs in early 2023."

Exhibit B – Scope of Services is amended as follows:

1. Amend Section 3 TERMS AND DEFINITIONS to insert a definition of the term "Implementation Phase 3" between the definitions of "Implementation Phase 2" and "Intellectual Property" that reads:

   "The phase of the implementation project occurring between January 4, 2022 and August 31, 2022."

2. Amend Section 3 TERMS AND DEFINITIONS to insert a definition of the term "Contingency Phase" between the definitions of "Confidential" and "Contractor" that reads:

   "The phase of the implementation project that will occur in the event that successful go-live has not occurred by the end of October 2022. If needed, the Contingency Phase shall run from September 1, 2022 through December 31, 2022. Initiation of the Contingency Phase is contingent upon the parties' mutual agreement that entering into such phase is warranted and appropriate given the circumstances occurring in October 2022. The existence of the Contingency Phase does not excuse either party from timely completion or performance of a previously-assigned task or project outcome."

Exhibit B-1 – Implementation

1. Amend Section 2.1.4, Phase Gate Review Meetings, to replace the term "Implementation Phase 2" with "Implementation Phase 3" within the list of project phases that are contained in the parenthetical in that section, such that it reads:

   "At the conclusion of each project phase (Plan, Design, Implement, Implementation Phase 3, and Convert), Contractor shall lead a Phase Gate Review Meeting with the NHLC Project Steering Committee to confirm project deliverables and completion of the project phase."

2. Amend Section 2.2.1 to insert into the table a "Project Management (Implementation Phase 3)" role between the "Project Manager (Implementation Phase 2)" and "Client Account

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Services ("CAS") Manager" roles. The row added for "Project Management (Implementation Phase 3)" shall read:

Project Role	Responsibilities
Project Management (Implementation Phase 3)	Tina Reichard will serve as the Contractor Project Manager during Implementation Phase 3. Ms. Reichard shall continue to be responsible for ensuring that Contractor achieves all implementation goals to the satisfaction of the NHLC within the established time frame and budget provided for in this Agreement. Ms. Reichard shall also continue to work closely with the NHLC Project Manager to identify and mitigate risks, resolve issues, and provide regular reporting to the project Steering Committee. Ms. Reichard shall be responsible for 440 hours of work on the NHLC D365 project during Implementation Phase 3, including, but not limited to, tasks described in Section 3.3B of Exhibit B-1 to this agreement. If, for any reason, Ms. Reichard becomes unavailable, the NHLC shall be relieved of the obligation to pay Ms. Reichard's rate of pay, and the NHLC and Contractor will work to seek agreement upon a replacement Project Manager and negotiate a rate of pay for that individual. Justin Carter will serve as the Contractor Project Director during Implementation Phase 3. Mr. Carter will continue to maintain an executive-level relationship with the NHLC and ensure the NHLC's overall satisfaction with the implementation. He will continue to work closely with the NHLC project team to resolve any escalated issues that impact budget, time, and resources. Mr. Carter shall be responsible for 88 hours of work on the NHLC D365 project during Implementation Phase 3, including, but not limited to, tasks described in Section 3.3B of Exhibit B-1 to this agreement. If, for any reason, Mr. Carter becomes unavailable, the NHLC shall be relieved of the obligation to pay Mr. Carter's rate of pay, and the NHLC and Contractor will work to seek agreement upon a replacement Project Director and negotiate a rate of pay for that individual. In the event the parties agree that the Contingency Phase of the project is necessary, Ms. Reichard and Mr. Carter will continue to work at the previously agreed upon percentage of hours for the duration of the Contingency Phase.

3. Amend Section 2.2.1 to insert into the table a "Functional Leads (Implementation Phase 3)" role between the "Functional Leads (Implementation Phase 2)" and "Solution Architect/Technical Lead" roles. The row added for "Functional Leads (Implementation Phase 3)" shall read:

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Project Role	Responsibilities
Functional Leads (Implementation Phase 3)	Grace Fu, Julie Williams, and Eric Sanchez shall continue to serve as Functional Leads during Implementation Phase 3. Grace Fu and Julie Williams shall each be responsible for 500 hours of work, and Eric Sanchez shall be responsible for 272 hours of work on the NHLC D365 project during Implementation Phase 3 including, but not limited to, tasks described in Section 3.3B of Exhibit B-1 to this Agreement. If, for any reason, any of the above-referenced Functional Leads become unavailable, the NHLC shall be relieved of the obligation to pay that individual's rate of pay, and the NHLC and Contractor will work to seek agreement upon a replacement Functional Lead and negotiate a rate of pay for that individual. In the event the parties agree that the Contingency Phase of the project is necessary, all named Functional Leads will continue to work at the previously agreed upon percentage of hours for the duration of the Contingency Phase

4. Amend Section 2.2.1 to insert into the table a "Solution Architect/Technical Lead (Implementation Phase 3)" role between the "Solution Architect/Technical Lead (Implementation Phase 2)" and the "Developers" roles. The row added for "Solution Architect/Technical Lead (Implementation Phase 3)" shall read:

Project Role	Responsibilities
Solution Architect/Technical Lead (Implementation Phase 3)	Matt Yohman shall continue to serve as the Contractor Solution Architect and Technical Lead during Implementation Phase 3. Mr. Yohman shall be responsible for 440 hours of work on the NHLC D365 project during Implementation Phase 3, including, but not limited to, tasks described in Section 3.3B of Exhibit B-1 to this Agreement. If, for any reason, Mr. Yohman becomes unavailable, the NHLC shall be relieved of the obligation to pay Mr. Yohman's rate of pay, and the NHLC and Contractor will work to seek agreement upon a replacement Solution Architect/Technical Lead and negotiate a rate of pay for that individual. In the event the parties agree that the Contingency Phase of the project is necessary, Mr. Yohman will continue to work at the previously agreed upon percentage of hours for the duration of the Contingency Phase

5. Amend Section 2.2.1 to insert into the table an "Integrations Lead (Implementation Phase 3)" role following the "Integrations Lead (Implementation Phase 2)" role. The row added for "Integrations Lead (Implementation Phase 3)," shall read:

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Project Role	Responsibilities
Integrations Lead (Implementation Phase 3)	David Holmes shall serve as the Contractor Integrations Lead during Implementation Phase 3. Mr. Holmes shall be responsible for 88 hours of work on the NHLC D365 project during Implementation Phase 3, including, but not limited to, tasks described in Section 3.3B of Exhibit B-1 to this Agreement. If, for any reason, Mr. Holmes becomes unavailable, the NHLC shall be relieved of the obligation to pay Mr. Holmes' rate of pay, and the NHLC and Contractor will work to seek agreement upon a replacement Integrations Lead and negotiate a rate of pay for that individual. In the event the parties agree that the Contingency Phase of the project is necessary, Mr. Holmes will continue to work at the previously agreed upon percentage of hours for the duration of the Contingency Phase

6. Amend Section 2.2.1 to insert into the table "Additional Technical/Retail Resources," which shall now be the last row in the table.

Project Role	Responsibilities
Additional Technical/ Retail Resources	Jordan Hannan shall serve as a Contractor developer, and Jeremy Worrell shall serve as an additional Retail Consultant during Implementation Phase 3. Mr. Hannan shall be responsible for 280 hours of work, and Mr. Worrell shall be responsible for 280 hours of work on the NHLC D365 project during Implementation Phase 3, including, but not limited to, tasks described in Section 3.3B of Exhibit B-1 to this Agreement. If, for any reason, Mr. Hannan or Mr. Worrell become unavailable, the NHLC shall be relieved of the obligation to pay that individual's rate of pay, and the NHLC and Contractor will work to seek agreement upon a replacement resource and negotiate a rate of pay for that individual. In the event the parties agree that the Contingency Phase of the project is necessary, Mr. Hannan and Mr. Worrell will continue to work at the previously agreed upon percentage of hours for the duration of the Contingency Phase

7. Remove section 3.3.A.2 from section 3.3A.

8. Amend Section 3.3.A.2 within the Implementation Phase 2 table in Section 3.3.A, to delete from the "NHLC Responsibility" column the last item: "Sign off on system readiness for Go-Live."

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9. Insert a new Section 3.3B, titled "Implementation Phase 3" between Section 3.3A, "Implementation Phase 2" and Section 3.4, "Convert Phase." Section 3.3B shall read as follows:

3.3B Implementation Phase 3

ID	Task/Activity	Deliverable	NHLC – Responsibility	Contractor Responsibility
3.3.B.1	Additional User Acceptance Testing	Testing Schedule Test Pilot Summary Document System Acceptance Sign-off	Provide the appropriate NHLC resources to participate in testing. Lead effort to drive testing execution and act as first responder in issue resolution. Complete verification of test results against the original Functional System Design requirements. Sign off on system readiness for Go-Live.	Support, NHLC efforts during the additional testing execution and assist in resolving issues and bugs escalated to BHS team.
3.3.B.2	Functional Specifications for Scope Enhancements	Functional Design Document(s) for Scope Enhancements	Participate in identifying detailed functional requirements for scope enhancements. Review and approve the functional design specifications.	Develop functional design specifications to meet requirements of any scope enhancements
3.3.B.3	Development of Scope Enhancements	Unit Test Plan Development Plan (BHS & Customer) Technical Design Document(s)	Execute and approve unit testing of scope enhancements completed by BHS during Implementation Phase 3.	Execute on NHLC-approved development. Develop unit test plans. Execute unit test plan and approve development for NHLC unit testing. Migrate to the appropriate environments all technical

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				requirements resulting from approved development during Implementation Phase 3.
3.3.B.4	Functional Testing of Scope Enhancements	Updated Test Scripts Test Schedule Test Summary	Provide Core Team Members for participation in testing. Update and prepare scripts based on the specific business scenarios. Execute testing of approved scripts. Jointly responsible with BHS for resolving any issues uncovered during testing.	Develop Test Schedule Support NHLC in test execution. Develop Test Summary. Apply Best Practices. Jointly responsible with NHLC for resolving any issues uncovered during testing.
3.3.B.5	Security Role Setup & Modifications	Security Role Modifications Security Role Configuration Documentation Security Role Training	Provide Core Team Members for participation in testing of Security Role Setup and modifications. Provide NH resource to be trained on security configurations. Determine prioritization of hours (800) reserved for security assistance.	Direct configuration of D365 security roles specific to the NHLC. Testing Support for security role modifications. Provide the NHLC with security role configuration documentation. Provide training in configuration and modification of security roles in D365.
3.3.B.6	Additional PowerBI Assistance	PowerBI Report Development PowerBI Training	Provide Core Team Members for participation in the design and development of identified reports. Provide NH data resource to be trained in configuration and maintenance of reports and Power BI and data entities.	Direct configuration of Power BI reports and data entities. Support NHLC data analytics resources in configuration and maintenance of reports and Power BI. Provide the NHLC with PowerBI configuration documentation.

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			Determine prioritization of hours (800) reserved for PowerBI assistance.	Provide training in configuration and maintenance of reports and Power BI and data entities.

10. Insert a new Section 3.3C, titled "Contingency Phase" between Section 3.3B, "Implementation Phase 3" and Section 3.4, "Convert Phase." Section 3.3C shall read as follows:

3.3C Contingency Phase

ID	Task/Activity	Deliverable	NHLC – Responsibility	Contractor Responsibility
3.3.C.1	Data Conversions and Integrations	Data Refresh #4	Extract and scrub data as input for data conversions. Participate in data mapping of NHLC legacy data to Dynamics. Validate data conversions and document data issues	Provide updated documentation Re: Exact timing and duration of data conversions Provide updated data mapping and templates to convert NHLC legacy data and load it to Dynamics Develop required data conversions. Transform and load conversion data.
3.3.C.2	Additional Load & Volume Testing	Updated Load and Volume Test Scripts Additional Load and Volume Schedule Additional Load and Volume Summary	Provide appropriate integration data and functional users. Jointly plan and execute load and volume testing for key business processes.	Jointly plan and execute load and volume testing for key NHLC business processes.

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3.3.C.3	Additional Software and ISV Version Upgrades	Software release upgrade installations System patches and service packs installations	Run RSAT and Regression testing post-version upgrade	Install software package for Version upgrade Perform QA testing of updated features based on Microsoft Release documentation Troubleshoot and resolve issues found in RSAT and Regression Testing
3.3.C.4	Additional End-User Training	Training Schedule Completed End User Training	Provide process personnel to be trained on the system. Create End-User Training Plan. Jointly Conduct End User Training sessions. Track and report end-user training completion against Training Plan	Jointly Conduct End User Training sessions.

11. Amend Section 4 TRAINING to replace the table in that section with the following:

New Hampshire Category	Dynamics D365 Suite	Module	Task	Estimated Duration
D365	Continuous Deployment	D365FO	Continuous Deployment - RSAT and Task Recorder	1-2 days
D365	Continuous Deployment	D365FO	Integrations – Postman	(1/2) 1 day
D365	Security	D365FO	D365FO Security	1-2 days
D365	Development	D365FO	Development I in Microsoft D365FO	1-2 days
D365	Master Planning	D365FO	Master Planning in Microsoft D365FO	3 days
D365	Procurement	D365FO	Procurement in Microsoft D365FO	2 days

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D365	Retail	D365FO	BHS Retail Training	6 days
D365	Retail	D365FO	Retail in Brick and Mortar Stores: Development and Customization for Microsoft D365FO	½ - 1 day
D365	Retail	D365FO	Retail in Brick and Mortar Stores: Installation and Configuration for Microsoft D365FO	½ - 1 day
D365	Sales	D365FO	Sales and Marketing in Microsoft D365FO	(1/2) 2 days
D365	Warehouse	D365FO	Warehouse Management in Microsoft D365FO	1-2 days
D365	Warehouse	D365FO	New Hardware Setup and Configuration	½ day
PowerBI	Reporting	BHS	PowerBI - Administrator Training	3-6 days
D365	Finance	BHS	Financial Postings for Retail	1/2 day

1. Amend Section 7, SYSTEM ROLLOUT AND ACCEPTANCE, to add a new paragraph between the first and second paragraphs that states:

   During implementation Phase 3, Contractor shall work with NH DoIT to provide 680 hours of additional rollout assistance beyond that set forth in the preceding paragraph. Tasks including, but not limited to, direct onsite rollout support for retail staff at store locations and support of NH DoIT staff at NHLC headquarters, shall be prioritized by the NHLC in collaboration with Contractor and NH DoIT. Contractor and the NHLC shall agree to a schedule of support in advance of store rollout.

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Exhibit C – PAYMENT TERMS AND PRICING

1. Amend the Table included in Section 7.1 Implementation - Milestone Payment Schedule by deleting it and replacing it with the following:

Payment	Phase	Milestone(s)	Total Amount	Holdback	Net Invoice
1	Plan	Requirements Analysis	$109,954.00	$10,995.40	$98,958.60
2	Plan	Project Charter, Plan	$109,954.00	$10,995.40	$98,958.60
3	Plan	Payment Connector Deployment	$139,250.00	$13,925.00	$125,325.00
4	Plan	Plan Phase Gate	$109,954.00	$10,995.40	$98,958.60
5	Plan	Plan Holdback Invoice			$46,911.20
6	Design	Base Line Education	$124,909.00	$12,490.90	$112,418.10
7	Design	Test Pilot 1 Configs, Scripts	$124,909.00	$12,490.90	$112,418.10
8	Design	Test Pilot 1	$124,909.00	$12,490.90	$112,418.10
9	Design	Functional Specifications	$124,909.00	$12,490.90	$112,418.10
10	Design	Design Phase Gate	$124,909.00	$12,490.90	$112,418.10
11		Design Holdback Invoice			$62,454.50
12	Implement through TP2 config.	20% Development Complete	$402,792.00	$40,279.20	$362,512.80
13	Implement through TP2 config	40% Development Complete	$402,792.00	$40,279.20	$362,512.80
14	Scope Change #1	Store Ordering Restrictions	$2,520.00		$2,520.00

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15	Implement through TP2 config.	60% Development Complete	$402,792.00	$40,279.20	$362,512.80
16		Development Holdback Invoice			$120,837.60
17	Implement through TP2 config.	80% Development Complete	$402,792.00	$40,279.20	$362,512.80
18	Scope Change #2	Inventory Mgmt. Job - Supplies	$5,880.00		$5,880.00
19	Scope Change #3	NHFIRST Integration to Invoice Journal	$6,720.00		$6,720.00
20	Implement through TP2 config	Development Complete	$402,792.00	$40,279.20	$362,512.80
21	Implement through TP2 config	Test Pilot 2 Configs, Scripts	$402,792.00	$40,279.20	$362,512.80
22	TP2 Cutover through Convert	Test Pilot 2	$167,604.00	$16,760.40	$150,843.60
23	TP2 Cutover through Convert	Implement Phase Gate	$167,604.00	$16,760.40	$150,843.60
24		Implement Holdback Invoice			$154,358.40
25	Scope Change #4	Inventory Scanner (Zebra) Services	$8,375.00		$8,375.00
26	TP2 Cutover	Test Pilot 3	$167,604.00	$16,760.40	$150,843.60

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	through Convert				
27	Month 1 – (Phase 2)	Phase 2 Activities	$197,600.00	$19,760.00	$177,840.00
28	Month 2 – (Phase 2)	Phase 2 Activities	$197,600.00	$19,760.00	$177,840.00
29	Month 3 – (Phase 2)	Phase 2 Activities	$197,600.00	$19,76.000	$177,840.00
30		Phase 2 Holdback Invoice			$65,520.00
31	Month 1 – (Phase 3)	Phase 3 Activities	$185,472	$18,547.20	$166,924.80
32	Month 2 – (Phase 3)	Phase 3 Activities	$185,472	$18,547.20	$166,924.80
33	Month 3 – (Phase 3)	Phase 3 Activities	$185,472	$18,547.20	$166,924.80
34	Month 4 – (Phase 3)	Phase 3 Activities	$185,472	$18,547.20	$166,924.80
35	Month 5 – (Phase 3)	Phase 3 Activities	$185,472	$18,547.20	$166,924.80
36		Phase 3 Holdback Invoice			$92,736.00
37	D365 + Retail 1 GO-LIVE	Go-Live D365, Retail 1	$167,604.00	$16,760.40	$150,843.60
38	Production Support + Retail 2 GO-LIVE	Go-Live Retail 2	$167,604.00	$16,760.40	$150,843.60

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39	Retail Rollout	Additional Store Rollout Assistance	$142,800.00		$142,800.00
40	Production Support	Production Support completed	$167,604.00	$16,760.40	$150,843.60
41		Convert Holdback Invoice			$67,041.60
42	Warranty months		$142,204.00	$14,220.40	$127,983.60
43	Warranty months		$142,204.00	$14,220.40	$127,983.60
44	Warranty months		$142,204.00	$14,220.40	$127,983.60
45		Warranty Period Holdback Invoice			$42,661.20

Total: $6,635,340

2. Amend Section 7 to insert a new Section and Table, titled 7.1 Contingency Phase Milestones Payment Schedule, which reads:

   Receipt of the milestone payments below are contingent upon the parties' agreement to enter into the Contingency Phase, which, if needed, shall run from September 1, 2022 through December 31, 2022 or successful cutover. The NHLC shall not pay the milestones below if go live occurs in October of 2022, as planned.

Payment	Phase	Milestone(s)	Total Amount	Holdback	Net Invoice
46	Contingency (Month 1)	Contingency Activities	$106,590.00	$10,659.00	$95,931.00
47	Contingency (Month 2)	Contingency Activities	$106,590.00	$10,659.00	$95,931.00
48	Contingency (Month 3)	Contingency Activities	$106,590.00	$10,659.00	$95,931.00
49	Contingency (Month 4)	Contingency Activities	$106,590.00	$10,659.00	$95,931.00
50	Contingency	Contingency Holdback			$42,634.00

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Except as provided herein, all other provisions of the June 24, 2020 agreement, as amended by the August 18, 2021 amendment, shall remain in full force and effect.

CONTRACTING OFFICER FOR STATE AGENCY

5/3/2022

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

Date

Accenture LLP

Kevin Paul

5/3/2022 | 10:02:55 PDT

Kevin Paul, Managing Director

Date

Approved for Form, Substance and Execution

Takhmina Rakhmatova

5/5/2022

Takhmina Rakhmatova
Assistant Attorney General

Date

kp

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 4, 2022

Joseph W. Mollica
Chairman
New Hampshire Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Blue Horseshoe Solutions, Inc., of Carmel, Indiana, as described below and referenced as DoIT No. 2020-066B.

> The purpose of this contract amendment is to extend the timeline for the project's implementation phase by approximately 5 months through the addition of an "Implementation Phase 3," during which Blue Horseshoe Solutions will complete multiple system enhancements and provide the NHLC with significant assistance during the rollout of the Microsoft Dynamics 365 solution.
>
> The amendment increases the price limitation by $1,496,520, resulting in an amended price limitation of $14,955,054. This amendment shall be effective upon Governor and Council approval through June 30, 2033.

A copy of this letter should accompany the New Hampshire Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT# 2020-066B
cc: Jessica Co, DoIT

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ACCENTURE LLP is a Illinois Limited Liability Partnership registered to transact business in New Hampshire on September 30, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **255945**

Certificate Number: **0005771843**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2022.

David M. Scanlan
Secretary of State

DocuSign Envelope ID: AD064995-E7D0-432B-AE91-AB255DA409F3

accenture

Accenture LLP
161 North Clark Street
Chicago, IL 60601

CERTIFICATE OF AUTHORITY

Accenture LLP, an Illinois limited liability partnership, represented by Accenture, Inc., its Managing Partner, itself represented by its authorized representative, certifies that:

> Kevin Paul in his capacity as a Managing Director of Accenture LLP is authorized to execute on behalf of Accenture LLP all agreements, amendments or any other document relating to the New Hampshire Liquor Commission.

This Certificate of Authority is valid for 30 days from the date of execution and certifies that Kevin Paul held this authority on May 3, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of May 2022.

ACCENTURE LLP

By: Accenture Inc.,
its Managing Partner

DocuSigned by:
By: Robert F. Goldman
1B936FD621314F9...
Robert F. Goldman, Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60661

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0770
E-MAIL ADDRESS: Chicago.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA	19445
INSURER C : American Zurich Insurance Company	40142
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Accenture LLP
Accenture International Ltd., Accenture
Federal Services LLC, Accenture PLC
Including All Subsidiaries and Affiliates
161 North Clark
Chicago, IL 60601

COVERAGES **CERTIFICATE NUMBER:** CHI-009001495-39 **REVISION NUMBER:** 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO 9376192-18	11/15/2021	11/15/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BAP 9376191-18	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	66323398	11/15/2021	11/15/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC 9299262-21 (AOS)	01/01/2022	01/01/2023	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9299263-21 (MA, NM, WI)	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
A	CRIME			FID 4755050 10	06/01/2021	06/01/2022	PER LOSS	10,000,000
							AGGREGATE	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Accenture clients, vendors, landlords, lessors or any other party are included as additional insured as required by the terms of a written agreement with respect to General Liability and Automobile Liability. Primary and non-contributing coverage is afforded to additional insureds when required by written agreement. A waiver of subrogation is provided where required by written agreement with respect to General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation. Accenture clients or any other party are included as joint loss payees as regards the Crime insurance as required by the terms of a written agreement.

CERTIFICATE HOLDER

Accenture LLP
Accenture International Ltd., Accenture
Federal Services LLC, Accenture PLC
Including All Subsidiaries and Affiliates
161 North Clark
Chicago, IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2021

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PRODUCER

Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Accenture PLC, Accenture LLP and Accenture Federal Services LLC
including all subsidiaries and affiliates
155 Avenue of the Americas, 10th Floor
New York, NY 10013

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			012770490 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	Each Claim Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Limits are expressed in US Dollars. Coverage includes cyber liability.

CERTIFICATE HOLDER

Accenture PLC, Accenture LLP and
Accenture Federal Services LLC
including all subsidiaries and affiliates
155 Avenue of the Americas, 10th Floor
New York, NY 10013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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New Hampshire Liquor Commission

50 Storrs Street
Concord, NH 03301
(603) 230-7015

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

July 28, 2021

His Excellency, Governor Christopher T. Sununu,
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to amend its current contract with Blue Horseshoe Solutions, Inc. (Blue Horseshoe) (Vendor # 319635), Carmel, Indiana, for the implementation of the NHLC's Microsoft Dynamics 365 (D365) Enterprise Resource Planning (ERP) solution, and for post-implementation support and maintenance. Through the amendment, the NHLC and Blue Horseshoe will extend the timeline for D365 implementation by thirteen weeks by adding an "Implementation Phase 2" to the contract schedule. During Implementation Phase 2, Blue Horseshoe will develop numerous system enhancements and provide additional user testing and comprehensive trainings to NHLC and Department of Information Technology (DoIT) staff. The amendment increases the contract price limitation by $616,295, resulting in an amended price limitation of $13,458,534. The amendment does not impact the warranty or post-implementation support and maintenance components of the contract. This amendment shall be effective upon Governor and Council approval through June 30, 2033. Funding: 100% Liquor Funds.

State Fiscal Year	Co.-Activity-Acctg. Unit-Class Code	Class Title	Amount
2022	To be determined	Capital Projects	$616,295

EXPLANATION

On June 24, 2020, the Governor and Council approved the NHLC's contract with Blue Horseshoe for the implementation of its D365-based ERP system, which will integrate and support the full breadth of the NHLC's operations and replace its aging legacy system. Following implementation, Blue Horseshoe will provide the NHLC with ongoing support and maintenance through 2033.

Because the D365 project is information technology-based and heavily integrated with the State of New Hampshire's NH FIRST financial system, both the DoIT and the Department of Administrative Services (DAS) are substantially involved in the project. For these reasons, the three agencies (NHLC, DoIT, and DAS), as well as the Department of Safety (DOS), formed an Executive Committee to oversee the implementation of the NHLC's new ERP system. The Executive Committee meets regularly to evaluate project progress and make decisions regarding implementation.

The Executive Committee believes that an amendment to the NHLC's agreement is necessary to ensure that the State's financial system—NH FIRST—and the NHLC's retail stores are fully prepared to transition to the new ERP system. By extending the implementation phase by 13-weeks, the NHLC, the

DoIT, and the DAS will have adequate time to address several operational barriers to an earlier completion date. Such barriers include: 1) the inaccessibility of NH FIRST at multiple points during the first half of Fiscal Year 2022; and 2) a go-live date in October, November, or December 2021, which are the highest-volume months of the year for the NHLC's retail stores.

As to NH FIRST access, the system periodically undergoes pre-planned "blackouts," during which DAS personnel complete internal accountings and other processes. These periods of unavailability occur at various points annually, including, as relevant here, certain weeks in September, November, and December of 2021. Blue Horseshoe, the DAS, and the DoIT cannot complete project work involving NH FIRST during these down periods, which inhibits a system rollout during these months.

Similarly, a system rollout in October, November, or December would place immense pressure on the NHLC's administrators and its retail locations. The system go-live process, which must occur on the first of a month, is structured as a continuous conversion of the NHLC's individual stores from the NHLC's legacy system to the new D365 system. Simultaneously transitioning multiple retail locations during the NHLC's busy season further complicates the operational challenges that invariably accompany the busy holiday season, and, as a result, presents a risk of sales interference and lost revenue. By avoiding the placement of the system transition during NHLC's highest-volume months and ensuring adequate time for system pairing with NH FIRST, the amendment enables all parties the ability to account for variables that may hinder system implementation.

The brief extension of the implementation timeline also allows for the completion of multiple system enhancements identified by the Executive Committee as important to successful project implementation, including the development of integral warehouse and retail functions. The amendment calls for the retention of all Blue Horseshoe team leads, which will ensure continuity of project knowledge. The amendment also provides for additional user testing as well as trainings for NHLC and DoIT staff that will greatly increase internal proficiency.

In conclusion, it is the position of the Executive Committee that this amendment is an opportune, pragmatic, and cost-effective method of addressing the logistical challenges described above and is necessary to ensure the overall success of the project.

Respectfully submitted,

Joseph M. Mollica,
Chairman, Liquor Commission

Executive Committee

Denis Goulet
Commissioner, Dept. of Information Technology

Charles M. Arlinghaus
Commissioner, Dept. of Admin. Services

Richard C. Bailey, Jr.
Assistant Commissioner, Dept. of Safety

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

July 16, 2021

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Blue Horseshoe Solutions, Inc., of Carmel, Indiana, as described below and referenced as DoIT No. 2020-066.

> The purpose of this contract amendment is to enable the New Hampshire State Liquor Commission to add an additional "Implementation Phase 2" which will include system enhancements and provide the NHLC with comprehensive user trainings. The amendment includes funding for $616,295, increasing the total funding amount from $12,842,239 to $13,458,534, with no change to the contract completion date. This amendment shall be effective upon the date of Governor and Executive Council approval through June 30, 2033.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT# 2020-066
cc: Jessica Co, DoIT

DocuSign Envelope ID: 634C9A43-2D24-4B48-8A16-6FB5CE400E5E

STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made this 28th day of July, 2021, between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Blue Horseshoe Solutions, Inc., with a principal place of business at 11939 N. Meridian Street, Suite 300, Carmel, Indiana 34066 hereinafter the "Contractor").

WHEREAS the NHLC and Contractor entered into an agreement approved by the Governor and Executive Council of the State of New Hampshire on June 24, 2020 ("the Agreement"), pursuant to which Contractor is required to provide the NHLC with professional implementation services to complete the development and deployment of the NHLC's Microsoft Dynamics 365 Enterprise Resource Planning solutions, as well as for post-implementation support and maintenance services.

WHEREAS the timeframe for implementation contained in the initial June 24, 2020 agreement requires adjustment given certain circumstances related to the State of New Hampshire's financial system and other operational factors.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 17 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

Form P-37 – General Provisions is amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a $616,295 increase to the current price limitation, which shall result in a Revised Price Limitation of $13,458,534.

Exhibit A – Special Provisions is amended as follows:

1. Amend Section 3.1.1 to change 18 months to 22 months, such that the third sentence of the section reads:

   "Implementation, exclusive of the Warranty Period, shall be completed within 22 months of the Effective Date, with the exception of delays resulting from Force Majeure events."

Contractor Initials
Date 7/14/2021 | 12:00:58

Exhibit B – Scope of Services is amended as follows:

1. Amend Section 3 TERMS AND DEFINITIONS to insert a definition for the term "Implementation Phase 2" between the definitions of "i.e." and "Intellectual Property" that reads:

   "The phase of the implementation project occurring during the thirteen-week period from October 4, 2021 to January 3, 2022 that is outlined in detail in Section 3.3A of Exhibit B-1 of this Agreement, as amended."

2. Amend Section 3 TERMS AND DEFINITIONS to amend the definition of the term "RSAT" as follows:

   "Regression Suite Automation Tool. Enables IT administrators to automatically run regression testing prior to deployment of any future software upgrades."

Exhibit B-1 – Implementation

1. Amend Section 2.1.4 Phase Gate Review Meetings to insert the term "Implementation Phase 2" to the list of project phases that are contained in the parenthetical in that section, such that it reads:

   "At the conclusion of each project phase (Plan, Design, Implement, Implementation Phase 2, and Convert), Blue Horseshoe shall lead a Phase Gate Review Meeting with the NHLC Project Steering Committee to confirm project deliverables and completion of the project phase."

2. Amend Section 2.2.1 to insert into the table a "Project Manager (Implementation Phase 2)" role between the "Project Manager" and "Client Account Services ("CAS") Manager" roles. The row added for "Project Manager (Implementation Phase 2)" shall read:

Project Role	Responsibilities
Project Manager (Implementation Phase 2)	Tina Reichard will serve as the Blue Horseshoe Project Manager during Implementation Phase 2. Ms. Reichard shall continue to be responsible for ensuring that Blue Horseshoe achieves all implementation goals to the satisfaction of the NHLC within the established time frame and budget provided for in this Agreement. Ms. Reichard shall also continue to maintain the project plan and schedule, manage project scope, report budget against actual on a bi-weekly basis, and provide visibility to key project milestones. During

Contractor Initials

Date 7/14/2021 | 12:00:58

	Implementation Phase 2, Ms. Reichard shall continue to work closely with the NHLC Project Manager to identify and mitigate risks, resolve issues, and provide regular reporting to the project Steering Committee. Ms. Reichard shall be responsible for forty hours of work per-week on NHLC D365 Implementation, including, but not limited to, tasks described in Section 3.3A of Exhibit B-1 to this agreement. If, for any reason, Ms. Reichard becomes unavailable, the NHLC shall be relieved of the obligation to pay Ms. Reichard's rate of pay, and the NHLC and Blue Horseshoe will work to seek agreement upon a replacement Project Manager and negotiate a rate of pay for that individual.

3. Amend Section 2.2.1 to insert into the table a "Functional Leads (Implementation Phase 2)" role between the "Functional Leads" and "Solution Architect/Technical Lead" roles. The row added for "Functional Leads (Implementation Phase 2)" shall read:

Project Role	Responsibilities
Functional Leads (Implementation Phase 2)	Grace Fu, Julie Williams, and Eric Sanchez shall continue to serve as Functional Leads during Implementation Phase 2. Each of the above-referenced retained lead shall be responsible for forty hours of work per-week on NHLC D365 Implementation, including, but limited to, tasks described in Section 3.3A of Exhibit B-1 to this Agreement. If, for any reason, any of the above-referenced Functional Leads become unavailable, the NHLC shall be relieved of the obligation to pay that individual's rate of pay, and the NHLC and Blue Horseshoe will work to seek agreement upon a replacement Functional Lead and negotiate a rate of pay for that individual.

4. Amend Section 2.2.1 to insert into the table a "Solution Architect (Implementation Phase 2)" role between the "Solution Architect/Technical Lead" and the "Developers" roles. The row added for "Solution Architect (Implementation Phase 2)" shall read:

Project Role	Responsibilities
Solution Architect (Implementation Phase 2)	Matt Yohman shall serve as the Blue Horseshoe Solution Architect during Implementation Phase 2. Mr. Yohman shall be responsible for forty hours of work per-week on NHLC D365 Implementation, including, but limited to, tasks described in Section 3.3A of Exhibit B-1 to this Agreement. If, for any reason, Mr. Yohman becomes unavailable, the NHLC shall be relieved of the obligation to pay Mr. Yohman's rate of pay, and the NHLC and Blue Horseshoe will work to seek agreement upon a replacement Project Manager and negotiate a rate of pay for that individual.

Contractor Initials

Date 7/14/2021 | 12:00:58

5. Amend Section 2.2.1 to insert into the table a "Integrations Lead (Implementation Phase 2)" following the "Developers" role. The row added for "Solution Architect (Implementation Phase 2)", which shall be the last row in the Table, shall read:

Project Role	Responsibilities
Integrations Lead (Implementation Phase 2)	Mark Wilson shall serve as the Blue Horseshoe Integrations Lead during Implementation Phase 2. Mr. Wilson shall be responsible for forty hours of work per-week on NHLC D365 Implementation, including, but limited to, tasks described in Section 3.3A of Exhibit B-1 to this Agreement. If, for any reason, Mr. Wilson becomes unavailable, the NHLC shall be relieved of the obligation to pay Mr. Wilson's rate of pay, and the NHLC and Blue Horseshoe will work to seek agreement upon a replacement Project Manager and negotiate a rate of pay for that individual.

6. Amend Exhibit B-1 to insert a new section titled 3.3A "Implementation Phase 2" between sections 3.3, "Implementation Phase" and Section 3.4, "Convert Phase." Section 3.3A shall read as follows:

3.3A

Implementation Phase 2

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
3.3.A.1	Documentation	Training Documentation	Participate in the creation of Training Documentation for NHLC Retail and HQ business processes	Create End-User Training Documentation for NHLC Retail and HQ business processes
3.3.A.2	Test Pilot 4 – User Acceptance (Cycle 2)	Update Test Pilot Scripts Test Pilot Schedule Test Pilot Summary Document System Acceptance Sign-off	Jointly develop Test Pilot 4 and schedule with BHS. Provide the appropriate resources to participate in the Test Pilot 4. Lead effort to drive Test Pilot 4 testing execution and act as first responder in issue resolution. Complete verification of test	Jointly develop user test scripts and schedule with NHLC. Support NHLC efforts in Test Pilot 4 testing execution and assist in resolving issues escalated to BHS team.

Contractor Initials

Date 7/14/2021 | 12:00:58

			results against the original Functional System Design requirements. Sign off on system readiness for Go-Live.	
3.3.A.3	Additional Training	Create and deliver additional training	Participate in additional trainings	Create and deliver additional training as reflected in Section 4 of this agreement
3.3.A.4	RSAT Assistance	Writing of RSAT scripts	Participate in the creation of RSAT scripts for 25 NHLC processes	Create RSAT scripts for 25 NHLC processes
3.3.A.5	Requirements Analysis for Scope Enhancements	Functional Requirements Interview Schedule Functional Requirements Interview Questions Functional Requirements Interview findings	Provide As-Is documentation of existing business processes. Participate in development of functional requirements Provide Core Team Members to participate in functional interviews. Review functional interview findings for accuracy. Confirm Requirements list for accuracy.	Prepare and lead functional interviews and document findings. Develop functional requirements list as outcome of interviews Develop and document gaps as outcome of functional interviews Apply Best Practices to determine approach to meet requirements.
3.3.A.6	Functional Specifications for Scope Enhancements	Functional Design Document(s) for Scope Enhancements	Participate in identifying detailed functional requirements. Review and approve the functional design specifications.	Develop functional design specifications to meet requirements of any scope enhancements
3.3.A.7	Development of Scope Enhancements	Unit Test Plan	Execute and approve unit testing of scope enhancements completed by BHS.	Execute on NHLC-approved development. Develop unit test plans.

Contractor Initials

Date 7/14/2021 | 12:00:58

		Development Plan (BHS & Customer) Technical Design Document(s)		Execute unit test plan and approves development is ready for NHLC unit testing. Migrate all technical requirements because of approved development to appropriate environments.
3.3.A.8	Functional Testing of Scope Enhancements	Updated Test Scripts Test Schedule Test Summary	Provide Core Team Members for participation in testing. Update and prepare scripts based on the specific business scenarios. Execute testing of approved scripts. Jointly responsible with BHS for resolving any issues uncovered during testing.	Develop Test Schedule Support NHLC in test execution. Develop Test Summary. Apply Best Practices. Jointly responsible with NHLC for resolving any issues uncovered during testing.

7. Amend Section 3.4.4 within the Convert Phase table in Section 3.4 to delete from the "NHLC Responsibility" column the last item: "Sign off on system readiness for Go-Live."

8. Amend Section 4 TRAINING to replace the table contained in that section with the following:

New Hampshire Category	Dynamics D365 Suite	Module	Task	Estimated Duration
D365	Continuous Deployment	D365FO	Continuous Deployment - RSAT and Task Recorder	1-2 days
D365	Continuous Deployment	D365FO	Integrations – Postman	2 Days
D365	Security	D365FO	D365FO Security	1-2 days

Contractor Initials

Date 7/14/2021 | 12:00:58

D365	Development	D365FO	Development I in Microsoft D365FO	1-2 days
D365	Master Planning	D365FO	Master Planning in Microsoft D365FO	3 Days
D365	Procurement	D365FO	Procurement in Microsoft D365FO	3 Days
D365	Retail	D365FO	BHS Retail Training	12 Days
D365	Retail	D365FO	Retail in Brick and Mortar Stores: Development and Customization for Microsoft D365FO	½ - 1 Day
D365	Retail	D365FO	Retail in Brick and Mortar Stores: Installation and Configuration for Microsoft D365FO	½ - 1 Day
D365	Sales	D365FO	Sales and Marketing in Microsoft D365FO	2 Days
D365	Warehouse	D365FO	Warehouse Management in Microsoft D365FO	1-2 Days
D365	Warehouse	D365FO	New Hardware Setup and Configuration	½ day
PowerBI	Reporting	BHS	PowerBI - Administrator Training	3-6 Days
D365	Finance	BHS	Financial Postings for Retail	1 Day

9. Further Amend Section 4 such that the first bullet following the table is deleted and replaced with the following:

    - Blue Horseshoe shall offer training classes for NHLC associates identified by the NHLC on the topics referenced in the table above. The number of classes and class size shall be determined based upon the durations provided in the table above.

10. Further amend Section 4 such that the second sentence of the last paragraph is modified to read as follows:

    "Prior to go-live, Blue Horseshoe and the NHLC shall jointly develop an end-user training plan that shall be implemented by the project team shortly before deployment."

Contractor Initials

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11. Amend Section 4.1 Training Documentation Development such that the last sentence of the Section reads as follows:

    "Blue Horseshoe and NHLC core project team members shall jointly create the training documentation (Task Recordings)."

12. Amend Section 6 VALIDATION AND TESTING to include a fifth bullet that reads: "Test Pilot 4" and further amend Section 6 to include an additional subsection 6.6 titled "Test Pilot 4" which shall read as follows:

    During Test Pilot 4, a selected team of business users will validate and test the system. Test Pilot 4 shall include end-to-end testing, including testing of all development completed during Implementation Phase 2. Test Pilot 4 shall follow Implementation Phase 2 development. Test Pilot 4 shall be focused on User Acceptance Testing. Following Test Pilot 4, Blue Horseshoe shall update the timing and system performance information in the conversion plan and/or cutover plan.

13. Amend Section 7 SYSTEM ROLLOUT AND ACCEPTANCE to delete the content beneath the heading and replace it with the following:

    Blue Horseshoe shall lead rollout of full System to ten (10) NHLC retail stores identified by the NHLC. Rollout shall be conducted in collaboration with the NHLC and DoIT technical personnel to facilitate knowledge transfer and training. Rollout shall be comprised of three distinct go-live events. The first go-live event shall include the cutover of all NHLC financial and supply chain operations as well as a pilot of two (2) retail stores to be selected by the NHLC. The second go-live event shall include the cutover of an additional three (3) retail stores to be selected by the NHLC. The third go-live event shall include the cutover of an additional five (5) retail stores selected by the NHLC. During each go-live event, the NHLC and DoIT project team members shall shadow and be trained by the Blue Horseshoe project team members on how to bring additional retail stores live. Rollout shall be deemed complete only after the NHLC has processed two monthly financial closings, one of which shall include all ten stores, without critical failures. Upon successful conclusion of system deployment, including rollout and two successful monthly financial closings, one of which shall include the NHLC's ten (10) selected retail outlets, the NHLC shall issue a Letter of System Acceptance to Blue Horseshoe.

Exhibit C – PAYMENT TERMS AND PRICING

1. Amend the Table included in Section 7.1 Implementation - Milestone Payment Schedule by deleting it and replacing it with the following:

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Payment	Phase	Milestone(s)	Total Amount	Holdback	Net Invoice
1	Plan	Requirements Analysis	$109,954.00	$10,995.40	$98,958.60
2	Plan	Project Charter, Plan	$109,954.00	$10,995.40	$98,958.60
3	Plan	Payment Connector Deployment	$139,250.00	$13,925.00	$125,325.00
4	Plan	Plan Phase Gate	$109,954.00	$10,995.40	$98,958.60
5	Plan	Plan Holdback Invoice			$46,911.20
6	Design	Base Line Education	$124,909.00	$12,490.90	$112,418.10
7	Design	Test Pilot 1 Configs, Scripts	$124,909.00	$12,490.90	$112,418.10
8	Design	Test Pilot 1	$124,909.00	$12,490.90	$112,418.10
9	Design	Functional Specifications	$124,909.00	$12,490.90	$112,418.10
10	Design	Design Phase Gate	$124,909.00	$12,490.90	$112,418.10
11		Design Holdback Invoice			$62,454.50
12	Implement through TP2 config.	20% Development Complete	$402,792.00	$40,279.20	$362,512.80
13	Implement through TP2 config	40% Development Complete	$402,792.00	$40,279.20	$362,512.80
14	Scope Change #1	Store Ordering Restrictions	$2,520.00		$2,520.00
15	Implement through TP2 config.	60% Development Complete	$402,792.00	$40,279.20	$362,512.80
16		Development Holdback Invoice			$120,837.60

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17	Implement through TP2 config.	80% Development Complete	$402,792.00	$40,279.20	$362,512.80
18	Scope Change #2	Inventory Mgmt. Job - Supplies	$5,880.00		$5,880.00
19	Scope Change #3	NHFIRST Integration to Invoice Journal	$6,720.00		$6,720.00
20	Implement through TP2 config	Development Complete	$402,792.00	$40,279.20	$362,512.80
21	Implement through TP2 config	Test Pilot 2 Configs, Scripts	$402,792.00	$40,279.20	$362,512.80
22	TP2 Cutover through Convert	Test Pilot 2	$167,604.00	$16,760.40	$150,843.60
23	TP2 Cutover through Convert	Implement Phase Gate	$167,604.00	$16,760.40	$150,843.60
24		Implement Holdback Invoice			$154,358.40
25	Scope Change #4	Inventory Scanner (Zebra) Services	$8,375.00		$8,375.00
26	TP2 Cutover through Convert	Test Pilot 3	$167,604.00	$16,760.40	$150,843.60
27	Month 1 – (Phase 2)	Phase 2 Activities	$197,600.00	$19,760.00	$177,840.00

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28	Month 2 – (Phase 2)	Phase 2 Activities	$197,600.00	$19,760.00	$177,840.00
29	Month 3 – (Phase 2)	Phase 2 Activities	$197,600.00	$19,76.000	$177,840.00
30		Phase 2 Holdback Invoice			$65,520.00
31	D365 + Retail 1 GO-LIVE	Go-Live D365, Retail 1	$167,604.00	$16,760.40	$150,843.60
32	Production Support + Retail 2 GO-LIVE	Go-Live Retail 2	$167,604.00	$16,760.40	$150,843.60
33	Production Support	Production Support completed	$167,604.00	$16,760.40	$150,843.60
34		Convert Holdback Invoice			$67,041.60
35	Warranty months		$142,204.00	$14,220.40	$127,983.60
36	Warranty months		$142,204.00	$14,220.40	$127,983.60
37	Warranty months		$142,204.00	$14,220.40	$127,983.60
38		Warranty Period Holdback Invoice			$42,661.20

Total: $5,558,940.00

Appendix A – REQUIRED BUSINESS PROCESSES

1. Amend Appendix A to insert an additional table at the end of the section titled "Appendix A – Implementation Phase 2 Enhancements" that consists of the following:

Contractor Initials

Date 7/14/2021 | 12:00:58

NHLC Category	Type	Task	Notes
D365	Enhancement	Additional Shelf Labels; Sales Cards; Data Query & Export	DevOps Issue 10861
D365	Enhancement	DHL Automatic Pallet Rounding	DevOps Issue 12255
D365	Integration	DHL Order Cancellation	DevOps Issue 12255
D365	Enhancement	Beer Directory – Adding New Beer Type	DevOps Issue 10612
D365	Enhancement	Beer Directory – Auto Populate Suppliers & Wholesalers	DevOps Issue 11089
D365	Enhancement	Beer Directory – Adding New Beer Vendor	DevOps Issue 11371
D365	Enhancement	Beer Directory – Adding New Wholesaler	DevOps Issue 11372
D365	Enhancement	Beer Directory – Automatically Prevent Beer Type Duplicates	DevOps Issue 11374
D365	Enhancement	Beer Directory – Ensure Whole Numbers	DevOps Issue 11526
D365	Enhancement	Beer Directory – Changing a Beer Type	DevOps Issue 11375
D365	Enhancement	Floor Planner Enhancements	DevOps Issue 11228
D365	Enhancement	Retail – Transaction Ceiling (Cash Tender Override)	DevOps Issue 11293
D365	Enhancement	Retail – Non- Receipted Return Restrictions	DevOps Issue 11565
D365	Enhancement	Transaction Ceiling – Gift Cards Calculated as Cash Tender-Type in Sale	DevOps Issue 12633
D365	Enhancement	COFA Calculations Reporting	DevOps Issue 11525
D365	Enhancement	Additional Enhancements Resulting from UAT	Dependent on Available Hours Remaining

Except as provided herein, all other provisions of the June 24, 2020 agreement, shall remain in full force and effect.

CONTRACTING OFFICER FOR STATE AGENCY

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

7/27/2021
Date

BLUE HORSESHOE SOLUTIONS, INC.

Contractor Initials

Date 7/12/2021 | 00:28:4

DocuSign Envelope ID: 634C9A43-2D24-4B48-8A16-6FB5CE400E5E

KW

Kevin Paul

7/12/2021 | 00:28:43 PDT

Date

Approved for Form, Substance and Execution

Takhmina Rakhmatova

Takhmina Rakhmatova
Assistant Attorney General

7/28/2021

Date

Contractor Initials

Date 7/14/2021 | 12:00:58

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLUE HORSESHOE SOLUTIONS INC is a Indiana Profit Corporation registered to transact business in New Hampshire on June 09, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **843845**

Certificate Number: **0005405952**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of July A.D. 2021.

William M. Gardner
Secretary of State

BLUE HORSESHOE

Certificate of Authority

The undersigned Chris Cason, being a/the duly elected, qualified and acting President of Blue Horseshoe Solutions, INC, an Indiana Corporation (referred to in this Certificate as "the Company").

Does Hereby Certify:

1. That the following person(s) has/have been and is/are duly authorized by the Company to execute all documents necessary to effectuate the binding contracts on behalf of the Company.

NAME: Kevin Paul OFFICE: Chief Sales Officer

Signature Date: 7/19/2021

This Certificate of Authorization is Valid for 30 days from the date of execution and certifies that Kevin Paul held this Authorization on August 18th, 2021.

In Witness Whereof, the undersigned has executed this Certificate this 19 day of July in the year 2021

Theresa Brant

STATE OF INDIANA, COUNTY OF
On the 19 day of July in the year 2021, before me, the undersigned, personally appeared

Chris Cason, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

THERESA BRANT
Notary Public - Seal
Hamilton County - State of Indiana
Commission Number NP0630557
My Commission Expires Dec 16, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant Group Inc-Indianapolis
10401 N. Meridian Street
Suite 200
Indianapolis IN 46290

CONTACT NAME: Adam Reiff
PHONE (A/C, No, Ext): 800-678-0361 **FAX (A/C, No):** 317-817-5151
E-MAIL ADDRESS: adam.reiff@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Co	22667
INSURER C : Great Northern Insurance Co	20303
INSURER D : Argonaut Insurance Co	19801
INSURER E : SummitPoint Insurance Company	15136
INSURER F :	

INSURED BLUEH-1
Blue Horseshoe Solutions
Monica Bolt
11939 N. Meridian Street
Suite 300
Carmel IN 46032

COVERAGES **CERTIFICATE NUMBER:** 1789678397 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			35903873	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			73596086	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			73892876	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC928708735294 WCS3004171	1/1/2021 1/1/2021	1/1/2022 1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	PROFFESSIONAL LIABILITY COMMERCIAL CRIME			D95305015 8261-4020	7/19/2021 1/1/2021	7/19/2022 1/1/2022	50K Ded 5K Ded	5,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Liquor Commission
50 Storrs Street
PO Box 503
Concord, NH 03302-0503

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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94A MLC

New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 230-7015

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

June 8, 2020

His Excellency, Governor Christopher T. Sununu,
and the Honorable Council
State House
Concord NH 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to enter into a contract with Blue Horseshoe Solutions, Inc. (Vendor # TBD), Carmel, Indiana, for professional implementation services to complete the development and deployment of the NHLC's Microsoft Dynamics 365 Enterprise Resource Planning solution (the "NextGen" or "D365" project), and for post-implementation support and maintenance services in an amount not to exceed $12,842,239.00. This contract shall be effective upon Governor and Council approval through June 30, 2033. Post-implementation support and maintenance may be extended for two additional terms of up to two years each. Funding: 100% Liquor Funds.

Funding is available in capital and operating budgets as follows, contingent upon the availability and continued appropriations of funds in future operating budgets, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

State Fiscal Year	Co.-Activity-Acctg. Unit-Class Code	Class Title	Amount
2021	030-770012-79570000-034	Capital Projects	$380,000.00
2021	030-770012-13140000-034	Capital Projects	$2,000,000.00
2021	030-770012-17110000-034	Capital Projects	$1,222,550.00
2021	012-771512-10300000-038	Technology - Software	$139,250.00
2022	030-770012-17110000-034	Capital Projects	$1,200,845.00
2023	012-771512-10300000-038	Technology - Software	$1,140,680.00
2024	012-771512-10300000-038	Technology - Software	$644,110.00
2025	012-771512-10300000-038	Technology - Software	$644,110.00
2026	012-771512-10300000-038	Technology - Software	$644,110.00
2027	012-771512-10300000-038	Technology - Software	$689,512.00
2028	012-771512-10300000-038	Technology - Software	$689,512.00

2029	012-771512-10300000-038	Technology - Software	$689,512.00
2030	012-771512-10300000-038	Technology - Software	$689,512.00
2031	012-771512-10300000-038	Technology - Software	$689,512.00
2032	012-771512-10300000-038	Technology - Software	$689,512.00
2033	012-771512-10300000-038	Technology - Software	$689,512.00

EXPLANATION

This contract provides for implementation of the Microsoft D365 software platform to integrate the point-of-sale, supply chain management, back office financial systems and payroll to support the full breadth of the NHLC's operations. The D365 Solution will replace the NHLC's legacy system, which is approximately thirty-five years old. The NHLC initiated the implementation project with another vendor but ended its contract with that vendor prior to completion. The new vendor, Blue Horseshoe, will complete development and deployment of the Solution. Following deployment and a warranty period of ninety (90) days, this contract further provides for Blue Horseshoe to provide continuing support and maintenance of the new system through June 30, 2033 with an option to extend for two terms of up to two years each.

The NHLC employed a competitive selection process, which it initiated by issuing a Request for Proposal (RFP #2020-01-NXG) on January 24, 2020. In addition to advertising and posting the RFP on the Department of Administrative Services and the NHLC websites, the NHLC sent email notifications of the posting to vendors that had expressed interest in the project. The RFP required, as a qualification threshold, that interested vendors must have successfully implemented a Microsoft Dynamics platform for an alcohol control jurisdiction to manage purchasing, sales, warehousing, distribution and financials. The NHLC received proposals from two organizations that met the threshold qualification requirement.

The selection process included review and scoring of technical and cost proposals for Implementing the D365 Solution and, separately, for Post-Implementation Support and Maintenance. The selection panel included members with expertise in technical project management, systems implementation, retail and financial operations. Blue Horseshoe received the highest scores for both Implementation and Post-Implementation Support and Maintenance services. Blue Horseshoe has expertise with retail point-of-sale and supply chain solutions, including specific experience implementing and supporting Microsoft Dynamics platforms for other control state jurisdictions.

Based on the foregoing, I am respectfully requesting approval of the contract with Blue Horseshoe Solutions, Inc.

Respectfully submitted,

Joseph W. Mollica
Chairman

NEW HAMPSHIRE LIQUOR COMMISSION
SCORING OF
RFP 2020-01-NXG

MICROSOFT DYNAMICS 365 – IMPLEMENTATION

THE NHLC WILL USE A SCORING SCALE OF 100 POINTS AS SET FORTH IN THE TABLE BELOW:

CATEGORIES	POINTS	**Microsoft**	**Blue Horseshoe**
TECHNICAL	**60 (Consensus)**		
Experience and Qualifications	25	19	22.5
Comprehensiveness of Statement of Work	25	8	18
Warranty Period	10	6	8
COST	**40 (Formula)**		
Total Engagement Cost	40	40	39 (39.18 rounded down)
TOTAL POINTS AWARDED	**100**	**73**	**87.5**

NEW HAMPSHIRE LIQUOR COMMISSION
SCORING OF
RFP 2020-01-NXG

MICROSOFT DYNAMICS 365 – POST-IMPLEMENTATION SUPPORT AND MAINTENANCE

THE NHLC WILL USE A SCORING SCALE OF 100 POINTS AS SET FORTH IN THE TABLE BELOW:

CATEGORIES	POINTS	Microsoft	Blue Horseshoe
TECHNICAL	**70 (Consensus)**		
Experience and Qualifications	25	21	23
Comprehensiveness of Proposed Support and Maintenance Services	25	18.5	24
Infrastructure in Place for Support and Maintenance Services	20	18	15
COST	**30 (Formula)**		
Total Engagement Cost	30	25 (24.7 rounded up)	30
TOTAL POINTS AWARDED	**100**	**82.5**	**92**

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 15, 2020

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street
Concord, NH 03301-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the NH Liquor Commission (NHLC) request to enter into a contract with Blue Horseshoe Solutions, Inc., of Carmel, Indiana, as described below and referenced as DoIT No. 2020-066.

> This contract provides for the implementation of the Microsoft D365 software platform to integrate the point-of-sale, supply chain management, back office financial systems and payroll to support the full breadth of the NHLC's operations. The D365 Solution will replace the NHLC's legacy system, which is approximately thirty-five years old. Following deployment and a warranty period of ninety (90) days, this contract further provides for Blue Horseshoe to provide continuing support and maintenance of the new system through June 30, 2033.
>
> The total contract price is $12,842,239.00 and shall be effective upon Governor and Executive Council approval through June 30, 2033.

A copy of this letter should accompany your Agency's submission to the Governor and Executive Council for approval.

Sincerely,

Kenneth R. Swan for

Denis Goulet

DG/ik
DoIT #2020-066

cc: Jessica Co, IT Manager, DoIT

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs Street Concord NH 03302-0503	
1.3 Contractor Name Blue Horseshoe Solutions, Inc.		1.4 Contractor Address 11939 N. Meridian Street, Suite 300 Carmel IN 34066	
1.5 Contractor Phone Number (317) 403-1404	1.6 Account Number 030-770012-79570000-034 030-770012-13140000-034 030-770012-17110000-034 012-771512-10300000-038	1.7 Completion Date June 30, 2033	1.8 Price Limitation $12,842,239.00
1.9 Contracting Officer for State Agency Rosemary Wiant, Director of Administration		1.10 State Agency Telephone Number 603-230-7015	
1.11 Contractor Signature DocuSigned by: Kevin Paul A83CF1028009441... Date: 6/12/2020 | 15:13:03 EDT		1.12 Name and Title of Contractor Signatory Kevin Paul, Chief Sales Officer	
1.13 State Agency Signature Date: 6/12/2020		1.14 Name and Title of State Agency Signatory Joseph W. Mollica, Chairman	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6-15-20 (date added per DOJ request - RW)			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS kp
Date 6/12/2020 | 15:

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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

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

23. 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.

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

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STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
Implementation and Support of D365 ERP System
EXHIBIT A: SPECIAL PROVISIONS

The *General Provisions* as set forth in Form P-37 are modified as follows:

Section 3, Effective Date/Completion of Services, is amended to include the following subsections:

3.1.1 The Contract shall begin on the Effective Date and extend through implementation, followed by a period of post-implementation maintenance and support. Time is of the essence in the performance of the Contractor's obligations under this contract. Implementation, exclusive of the Warranty Period, shall be completed within 18 months of the Effective Date, with the exception of delays resulting from Force Majeure events.

3.1.1.1 **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 acts of God, strikes, lock outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes and unusually severe weather.

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.

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 on the status of such force majeure event in such detail and upon such frequency as the other party may reasonably require.

In the event the Contractor's performance is delayed for more than ninety (90) days due to a Force Majeure event, the NHLC may terminate the Contract.

3.1.2 Post-implementation support and maintenance services shall begin the day following the end of the Warranty Period, which is set forth in Exhibit B-1, and shall continue for a period of ten (10) years. The term for support and maintenance may be extended by two additional terms of up to two (2) years each 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 Governor and Executive Council.

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Section 10, Data/Access/Confidentiality/Preservation, is amended to include the following subsections:

10.2.1 **Access/Cooperation**
As applicable, and subject to applicable laws and regulations, the NHLC shall provide Blue Horseshoe access to all program files, libraries, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

10.2.2 **Software Title**
Upon successful completion or termination of the Implementation, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract and their associated Documentation, including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State, at no cost to the State, the perpetual right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

10.2.3 **Custom Software Source Code**
In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.3.1 **State Confidential Information**
In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information, which shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

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Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) 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; (iii) 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 (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the 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.

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

10.3.2 **Contractor Confidential Information**

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The 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. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the 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 the Contractor, without any liability to the State.

Section 11, Contractor's Relation to the State, is amended to include the following subsection:

11.1 **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 procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

Section 12, Assignment/Delegation/Subcontracts, is amended to include the following subsection:

12.3 **Contractor Responsibilities**
The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether a subcontractor is used.

The NHLC will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

Section 14, Insurance, is amended to include the following subsection:

14.1.3 The Contractor shall maintain Professional Liability insurance in an amount of not less than $3,000,000 per loss and $3,000,000 aggregate.

Section 19, Conflicting Terms, is amended to read as follows:

In the event of conflict or ambiguity among contract provisions, the following list identifies the documents that shall govern, in descending order of precedence:

A. Form P-37, General Provisions, as modified by Exhibit A
B. Exhibit C, Price and Payment Schedule
C. Exhibits B, B-1 (including Appendix), and B-2, Scope of Services
D. Executed Change Orders

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STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
Implementation and Support of D365 ERP System
EXHIBIT B: SCOPE OF SERVICES

1. STATEMENT OF WORK

1.1. The Contractor ("Contractor", "Blue Horseshoe", or "BHS") shall provide the New Hampshire Liquor Commission ("NHLC" or "State") with professional implementation services to complete the development and deployment of the NHLC's Microsoft Dynamics 365 solution ("D365", "NextGen", or "Solution"), which was initiated with another vendor but not completed. The implemented Solution shall include integrated point-of-sale, supply chain management, and back office financial systems that support the full breadth of the NHLC's operations and are fully integrated with the NHLC, the NHLC warehouse, the third-party logistics warehouse, the State of New Hampshire financial system, licensing, and the NHLC eCommerce solution. The D365 Solution will replace the NHLC's legacy system. Utilizing as much of the work done to date as possible, Blue Horseshoe shall complete the development, testing and deployment of the Solution and provide a warranty period of ninety (90) days following deployment.

Scope of Services for Implementation is set forth in Exhibit B-1.

1.2. Following implementation and the applicable warranty period, Blue Horseshoe shall provide post-implementation support and maintenance services.

Scope of Services for Post-Implementation Support and Maintenance is set forth in Exhibit B-2.

2. GENERAL TERMS AND CONDITIONS

2.1. General Assumptions

Blue Horseshoe and the NHLC shall, individually and jointly, provide for the following:

- **Project Priority**: The project shall be treated as a high priority.
- **Alignment to corporate goals, objectives, and success criteria**: In the plan phase of the project, Blue Horseshoe shall further define scope, schedule, and cost to ensure alignment with the NHLC corporate goals and objectives. Throughout the course of the project, Blue Horseshoe shall continue to evaluate project risks, issues, change requests, and scope discussions against the originally defined goals, objectives, and success criteria, to maintain focus and avoid scope change.
- **Adequate resources**: Each party shall provide sufficient and consistent resources to supply required information, perform the necessary software installation, data setup, and patch applications, to extract and consolidate data, and to resolve outstanding issues as they arise.
- **Data Integrity**: Data integrity of the existing NHLC systems must be reliable. The NHLC shall ensure that all data necessary for configuration is readily available.
- **Executive Decisions**: Executive decisions shall be made promptly allowing for timely resolution and ensuring the project continues according to the defined work plan.

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2.2. Software and Hardware Assumptions

The NHLC shall be responsible for the separate procurement of all Microsoft Dynamics 365 software licensing and supporting software required to implement the solution. This may include but may not be limited to:

- Microsoft Dynamics 365
- Microsoft Teams
- Microsoft Power Platform
- Evenica e4Commerce
- SK Global Treasury Automation Suite
- Payment Integration or Payment Gateway Solutions (GPI Cayan and New West)
  * JP Morgan Chase is the payment processor for the State of NH Payment Connector must certify to connect with JP Morgan Chase

The NHLC shall be responsible for the acquisition, configuration, and testing of any technology infrastructure (hardware, communication, or networking) needed for the implementation project.

2.3. The NHLC shall be responsible for any local development environments required for NHLC and DoIT resources to utilize for project activities. Blue Horseshoe shall work with the Microsoft Azure team to provide accurate server documents. The NHLC shall be responsible, prior to Project Kickoff, for the procurement of the required D365 environments (Development, Test, Golden and Stage).

2.4. PCI Compliance

Blue Horseshoe shall attest annually, in writing that the manner in which it configures and manages the Dynamics and the NHLC environments meets PCI DSS security standards.

Blue Horseshoe shall provide a P2PE solution. Blue Horseshoe shall coordinate efforts with the NHLC payment processing and gateway providers to ensure that a P2PE Dynamics 365 solution is maintained. Blue Horseshoe shall immediately notify the State's Program Manager if it learns that it no longer meets P2PE standards and shall immediately provide the steps being taken to remediate the non-compliance status. In no event shall Blue Horseshoe's notification be later than seven (7) calendar days after it learns it no longer meets P2PE standards. Blue Horseshoe shall provide the expected timeframe for the company to reestablish compliance through remediation and shall notify the State once P2PE standards have been reestablished.

2.5. Change Orders

The NHLC may request changes or revisions at any time by written Change Order. Within five (5) business days, or other time period as mutually agreed in writing, of the Contractor's receipt of a Change Order, the Contractor shall advise the NHLC, in detail, of any impact on Project cost and schedule.

The Contractor may request a change to Contract scope by written Change Order, identifying in detail any impact on Project cost and schedule. The NHLC shall respond to the Contractor's requested Change Order within five (5) business days or other time period as mutually agreed in writing.

The NHLC must approve or reject all Change Orders in writing. The Contractor is not obligated to perform any work against any Change Order that has not been formally approved in writing. The NHLC shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

In the event the Parties reach agreement on a Change Order that will result in a change to the duration of the Contract, a change in the Contract's price limitation, or a significant alteration of the services set forth in this Contract, the Parties shall effectuate the Change Order through an amendment to this Contract.

2.6. Dispute Resolution and Escalation

Prior to filing 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 under the Contract.

The parties shall use reasonable efforts to arrange personal meetings or telephone conferences as needed and at mutually convenient times and places, between negotiators for the parties at successive management levels. The following roles and time frames for responding at each level shall apply:

Level	Blue Horseshoe	NHLC	Cumulative Time from Receipt of Invoking Party's Notice
Primary	Project Manager Tina Reichard Consulting Manager	April Bunker Program Manager	5 Business Days
First	Project Director Justin Carter Director	Rosemary Wiant Chief Operating Officer	10 Business Days
Second	Executive Sponsor Kevin Paul Chief Sales Officer	Joseph Mollica Chairman	15 Business Days

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3. TERMS AND DEFINITIONS

All capitalized terms not separately defined in the Scope of Services shall have the meanings set forth below or, if not defined, shall have their ordinary meanings as used in the information technology and software development industries.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Affiliate	Any person or entity controlled by, controlling, or under common control with such person or entity, including, without limitation, any entity in which such person or entity owns at least 50% of the equity interest.
Agreement	The legally binding document that memorializes mutual understanding between the Contractor and the NHLC regarding the products and services that are the subject of this Agreement. As used herein, the terms "Agreement" and "Contract" have the same meanings.
Appendix	Supplementary material that is collected and appended at the back of a document
Application Program Interface (API)	An interface or communication protocol between different parts of a computer program intended to simplify the implementation and maintenance of software.
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
Azure	Microsoft's public cloud computing platform
Azure DevOps	Azure DevOps Server is a Microsoft product that provides version control, reporting, requirements management, project management, automated builds, lab management, testing and release management capabilities
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the specifications.
Client Account Services (CAS)	Blue Horseshoe's team of consultants dedicated to providing comprehensive support of the Dynamics 365 system.

Completion Date	End date for the Contract
Confidential Information	To the extent not inconsistent with NH RSA 91-A, any written or oral information identified or designated by either party as confidential, private, or proprietary (or similar terms); any information provided under circumstances reasonably indicating that it is confidential or proprietary; all written or oral requests for proposal, requests for information, requests for quotes, and responses thereto, which are exchanged between the parties, whether or not specifically designated as confidential; all past, present and future disclosures and documents drafted by either party in furtherance of discussions and negotiations concerning potential future business and/or contractual relationships; computer software programs and related data; samples, drawings, and specifications; customer characteristics and identities; trade secrets; technical information; discoveries, ideas, concepts, techniques, know-how; performance or process data; network configuration and architecture; cost and financial information; pricing and business models; contracts and contractual relationships; any information that can be used to distinguish or trace an individual's identity, such name, signature, address, telephone numbers, fax number, e-mail addresses or other online identifier, employee identification numbers, government-issued identification numbers, including but not limited to social security number, passport number and driver's license number, date and place of birth, mother's maiden name, passwords or PINs, payment card information, credit report information, answers to security questions, biometric records, or any medical, education, financial or employment information; methods of doing business and methods of operation; strategic, marketing, and business plans.
Contract	See definition for "Agreement."
Contractor	The entity contracted to provide services to the NHLC under the terms of this Agreement, including its employees, subcontractors, agents and affiliates.

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Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Software developed for the NHLC that is independent of vendor's Intellectual Property
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
D365 CE	Microsoft Dynamics 365 for Customer Engagement. The NHLC's current solution for email marketing.
D365 FO	Microsoft Dynamics 365 for Finance and Operations
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of the State's unencrypted non-public data.
Deficiency/Defect	A failure resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software product (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Deliverable Acceptance Form	A form which, when executed, provides notice from the State to the Vendor that a Deliverable has satisfied Acceptance Tests or Review.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
DoIT	State of New Hampshire, Department of Information Technology.
ERP	Enterprise Resource Management. For the purposes of this Contract, Microsoft Dynamics 365.
e4Commerce	Evenica's proprietary eCommerce software platform that includes a Business to Consumer (B2C) and Business to Business (B2B) modules. The NHLC's eCommerce platform.
Encryption	Supports the transformation of data for security purposes

Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Evergreen IT model	Evergreen IT refers to running services comprised of components that are always up to date. Evergreen IT encompasses not only the services at the user level but all of the underlying infrastructures, whether on-site or outsourced. Intended to reduce the resources and energy needed to provide up-to-date and flexible services.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Functional Testing	Functional testing is a software testing process used within software development in which software is tested to ensure that it conforms to all requirements. Functional testing is a way of checking software to ensure that it has all the required functionality that is specified within its functional requirements.
Golden	Also known as Golden Configuration Environment. Golden configuration refers to a common practice among customers and partners in the Microsoft Dynamics ecosystem, where a developer environment is used as a configuration store. In this way, implementation projects can store finalized global and company-specific settings in a database that can later become a baseline for Conference Room Pilots, mock go-lives, and go-lives.
i.e.	For the purposes of this Contract, means "for example" to reference an example or examples which are merely representative and should not be construed as an all-inclusive list.
Intellectual Property	All intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, in all media and formats now known or hereafter invented, including: (a) patents, design, method, process, technique, apparatus, invention, discovery, or improvement; trademarks, trade names, logos, designs, slogans, domain names and other similar designations of source or origin, together with all goodwill related to the foregoing; copyrights, works of authorship, industrial designs, mask works, computer programs, software, algorithms, and source code; and trade

	secrets, know-how and confidential information; and (b) any registrations, applications or rights to apply for, or register, any of the rights referred to in the foregoing subsection (a); and (c) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof.
Key Project Resources	Personnel whose work is identified as essential to the Project.
Licensee	NHLC-licensed customer
Loyalty Program	A structured long-term marketing effort that rewards, and therefore encourages, loyal buying behavior.
MAPPER	The NHLC's legacy solution. A Unisys database created to **M**aintain, **P**repare and **P**roduce **E**xecutive **R**eports.
MLO	**M**y **L**icensing **O**ffice. The State of New Hampshire's licensing solution.
NHLC	New Hampshire Liquor Commission
NHLC Team	For the purposes of this Contract, a combination of NHLC and DoIT employees identified as project team members.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
NHLC Headquarters Business Hours	8:00 a.m. to 4:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
POS	Retail Point of Sale
Phase Gate Review	A project management technique where there is an end of phase review for each phase of the project. It allows the project team to make important decisions regarding whether to continue on to the succeeding phase, end the project or continue but implement some modifications.
Postman	API development tool used in software development related to API's.

Product Allocations	Functionality that configures product visibility by allowing the NHLC or Brokers to limit specific product for purchase by specific licensees or delivery to specific State Liquor and Wine Outlets.
Product Eligibility	Functionality that configures product visibility by assigning products to specific customers, groups of customers, or by the use of some customer attribute (i.e. category).
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
QA	Quality Assurance
RSAT	Remote Server Administration Tools. Enables IT administrators to remotely manage roles and features in Windows Server
Review Period	The period set for review of a Deliverable. If none is specified, then the Review Period is five (5) business days.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	Software, including off-the-shelf software and configured software customized for the State, and services necessary to fulfill the requirements and terms of the Contract specifications.
Stage	A staging environment (stage) is a nearly exact replica of a production environment for software testing. Staging environments are made to test codes, builds, and updates to ensure quality under a production-like environment before application deployment.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high-level view of the architecture,

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	performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing (UAT)	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.

Exhibit B-1
Implementation

1. PROJECT SCOPE

Blue Horseshoe shall provide the New Hampshire Liquor Commission with a fully integrated point-of-sale, eCommerce, warehouse, and back office financial system (referred to as "NextGen") built on NHLC's Microsoft Dynamics 365 ("D365") software platform. Blue Horseshoe shall complete the design, development, testing and deployment of the system, which was initiated with another contractor, and Blue Horseshoe shall utilize previously completed design and development wherever feasible. Following successful deployment, as defined in Section 7, Exhibit B-1 of this Contract, Blue Horseshoe shall provide a ninety (90) day warranty period, as further described in Section 8, Exhibit B-1.

2. PROJECT MANAGEMENT

The Project will require the coordinated efforts of both Blue Horseshoe and NHLC personnel

2.1. Project Communications, Meetings and Reporting

To facilitate effective communications, Blue Horseshoe shall regularly report on Project activities, status and plans according to the following meeting framework. Blue Horseshoe shall prepare an agenda for Contractor-led meetings to include any necessary background information and shall take and distribute minutes. The NHLC shall prepare an agenda for all NHLC-led meetings to include any necessary background information and shall take and distribute minutes.

2.1.1. **Project Kickoff Meeting**: Blue Horseshoe shall lead a Project Kickoff Meeting. Participants will include the NHLC Project Team, the Contractor's Project Team, and major stakeholders as identified by the NHLC. The purpose of the meeting shall be to establish a sound foundation for activities that will follow.

2.1.2. **Weekly Status Meetings**: Blue Horseshoe shall lead weekly project status meetings to review progress against the Implementation Plan, budget and schedule. The meetings shall include a review of the Master Project Issue List, identification and discussion of project risks and outstanding decisions, as well as additional topics as deemed necessary to remain on schedule and within budget. Participants shall include, at a minimum, the Blue Horseshoe and NHLC project managers. The Blue Horseshoe Project Manager shall provide a Weekly Status Report in advance of the Weekly Status Meeting.

2.1.3. **Monthly Steering Committee Meetings:** The NHLC Project Manager shall lead a monthly meeting of the NHLC Project Steering Committee, which shall include a review of project progress, completed and upcoming project activities, project issues, outstanding decisions, project risks and additional topics as necessary.

2.1.4. **Phase Gate Review Meetings:** At the conclusion of each project phase (Plan, Design, Implement, and Convert), Blue Horseshoe shall lead a Phase Gate

Review Meeting with the NHLC Project Steering Committee to confirm project deliverables and completion of the project phase.

2.1.5. **Quarterly Executive Committee Meetings**: The NHLC and Blue Horseshoe Project Managers shall report the status of the implementation project to the Project Executive Committee at least quarterly. Meeting cadence may be increased at the discretion of the NHLC Executive Sponsor.

2.1.6. **Special Meetings**: Blue Horseshoe shall participate in meetings as agreed with State leaders or Project stakeholders as necessary to address specific project issues.

2.1.7. **Project Closure Meeting:** At the conclusion of system deployment and two successful monthly financial closings pursuant to Section 7 of this Exhibit B-1,, Blue Horseshoe shall lead a Project Closure Meeting. Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

2.2. Project Teams and Responsibilities

Blue Horseshoe and the NHLC shall provide all necessary resources to perform their obligations under the Contract and shall be responsible for jointly managing the Project to its successful completion. Blue Horseshoe shall not replace key project resources without prior notification to the NHLC Program Manager. Knowledge transfer activities are a critical responsibility of the Blue Horseshoe team in the event project resources change. Blue Horseshoe shall develop and maintain all project Documentation in a shared site to facilitate a seamless knowledge transfer. NHLC shall notify Blue Horseshoe of any changes to the NHLC Project Team and facilitate transfer of knowledge between resources if State project resources change during the course of the implementation project.

2.2.1. The Contractor shall provide a stable Project Team according to the following roles:

Project Role	Responsibilities
Executive Sponsor	Maintains an executive level relationship with the NHLC and ensures overall satisfaction with the implementation. Resolves any escalated issues that impact budget, time, and resources. Participates in meetings of the Project Executive Committee as requested.
Project Director	Maintains an executive level relationship with the NHLC and ensures overall satisfaction with the software purchase and subsequent implementation. Resolves any escalated issues that impact budget, time, and resources. Participates in meetings of the Project Steering Committee as requested.

Project Manager	Blue Horseshoe's Project Manager shall be responsible for ensuring that all aspects of the project are planned and executed in a manner that will lead to meeting the implementation goals within the established time frame and budget to a high degree of NHLC satisfaction. The Blue Horseshoe Project Manager shall maintain the project plan and schedule, manage scope, report budget against actual on a bi-weekly basis, and provide visibility to key project milestones. The Blue Horseshoe Project Manager shall work closely with the NHLC Project Manager to identify and mitigate risks, resolve issues, and provide regular reporting to the project Steering Committee. Blue Horseshoe's Project Manager must be qualified to perform the obligations required of the position under the contract, shall have full authority to make binding decisions under the Contract, and shall function as Blue Horseshoe's representative for all administrative and management matters. The Contractor's Project Manager shall be subject to the prior written approval of the NHLC, which approval shall not be unreasonably withheld. The NHLC's approval process may include, but not be limited to, review of the proposed Project Manager's resume, qualifications, reference check, background check including fingerprint check, and an interview. The NHLC may require removal or reassignment of the Project Manager if, in the NHLC's sole discretion, the Project Manager is deemed to be unacceptable or not performing to the NHLC's satisfaction. The Contractor shall not change its assignment of the Project Manager without providing the NHLC written justification and obtaining prior written approval from the NHLC, which shall not be unreasonably withheld. The Contractor shall assign a replacement Project Manager with sufficient timing to ensure thorough transfer of knowledge from the old to new Project Manager. The replacement Project Manager shall have comparable or greater skills than the Project Manager being replaced and shall meet all requirements and conditions of the Contract. Notwithstanding any other provision of the Contract, the NHLC shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity if the Contractor fails to assign a Project manager that meets the requirements and terms of Contract or if the NHLC is dissatisfied with the Contractor's replacement Project Manager.
Client Account Services ("CAS") Manager	The CAS Manager shall be engaged with the project teams from the beginning of the project through Test Pilot 2 to ensure that the CAS team has a full working knowledge of the project and NHLC team. Starting with Test Pilot 2, the CAS team dives deeper with the client and Blue Horseshoe project teams. The CAS Manager assists with issue tracking and resolution, ensures client internal support tiers are engaged and determines the correct level of stabilization to transition from project team to CAS team for ongoing support and maintenance services as described in Exhibit B-2.

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Organizational Change Management Lead	The Organizational Change Management Lead is responsible for ensuring that the need for Organization Change Management is analyzed appropriately and that required Change Management activities are identified, planned, and executed accordingly throughout the implementation.
Functional Leads	Each business workstream shall be assigned a dedicated Functional Lead with relevant industry experience to understand challenges and risks and to apply best practices. Functional Leads shall: · Participate in every aspect of the implementation from analyzing the customer's business requirements to configuring the Dynamics application to meet the customer's needs. · Collaborate with stakeholders throughout the organization to gain a understanding of business processes and ensure a comprehensive set of requirements aligned to business objectives, · Provide in-depth knowledge transfer of the Dynamics application and evaluate the customer's business processes against the standard Dynamics functionality and best practices. · Understand the key activities and deliverables for the NHLC engagement and internal projects. · Be responsible for documenting the functional business requirements, which express what actions a solution must take and what outcome is expected. · Be responsible for configuring and submitting designs for customizing the Dynamics application to achieve the customer's functional business requirements. · Facilitate the customer's decision-making process and develop the functional design document to direct the development process if modifications or customizations are required, either to business processes or to the Dynamics application. · Support the NHLC in generating Task Recordings for any customizations.
Solution Architect/ Technical Lead	The Solution Architect shall be responsible for defining the technical solution blueprint for the Dynamics solution, addressing all high-level business and technical requirements included in the customer proposal and shall participate with both functional and technical specialists in the Fit/Gap analysis. The Solution Architect shall: · Establish an overview of the requirements defined by the customer; drive definitions of business, technical, and architectural requirements, and recognize any inconsistencies, assumptions, and critical elements that must be considered in an enterprise solution. · Demonstrate experience in use of common software implementation methodologies. · Understand and apply relevant problem-solving frameworks and techniques to NHLC engagement and internal projects. · Contribute to scope management and risk management. · Help drive the estimation of the effort to realize the implementation of the proposed solution.

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	• Interact with stakeholders in the IT and business groups to provide the engineering view of the users' vision regarding the structure and function of the system, as well as the areas in which the system must be able to evolve. • Develop the integration strategy following fundamental architectural concepts and in accordance with NHLC's requirements and constraints, to ensure that Microsoft solutions and NHLC's data sources are appropriately integrated. • Plan and oversee the execution of Test Pilot 3 from a Blue Horseshoe perspective and gather early user feedback on the solution from key customer stakeholders. • Provide technical input in creating functional specifications when customizations or extensions to Dynamics solutions are needed. • Be responsible for driving the effort to migrate the customers' data sources into Microsoft's sources, ensuring proper alignment of data models. • Offer support on Microsoft tools for migration and integration. • Implement reports per requirements documents and standards. • Provide support and expertise on development technologies and environments.
Developers	Responsible for performing modifications to the base ERP solution to meet the NHLC's business process requirements. Blue Horseshoe shall provide a sufficient number of skilled developers to complete the development of all necessary customizations within the timeframe set forth in this Contract. Developers shall: • Be responsible for system configuration as well as the design and development of modifications or extensions to the standard Dynamics applications. • Be responsible for coding, unit testing and creating supporting documentation. • Gain understanding of NHLC needs and collaborate with other consultants and support teams to complete design and testing documentation. • Test modifications for validity of results, accuracy, reliability, and conformance to established standards.

2.2.2 NHLC's Project Team and Responsibilities

The NHLC shall provide a stable Project Team according to the following roles:

Project Role	Responsibilities
Executive Sponsor	Drives executive-level support and overall funding for the implementation project.
Organizational Change Management Lead	Works directly with Blue Horseshoe's Organizational Change Management Lead. The NHLC's Organizational Change Management Lead shall be responsible for ensuring that the need for Organization Change Management is

	analyzed appropriately and that required Change Management activities are identified, planned, and executed accordingly throughout the implementation.
Project Manager	Schedules and coordinates project resources within the NHLC and ensures that the stated business objectives are being met. Works with the Blue Horseshoe Project Manager to manage all aspects of the implementation project. Communicates project status to key stakeholders.
Business Decision Makers	Represent the goals and objectives of the NHLC to the implementation project team and champions the project within the organization. Ensure that the change management plan is being executed. Empowered to make strategic decisions regarding the implementation of the project.
Business Analysts	Review NHLC business processes to gain a complete understanding of current procedures; document those processes and identify any improvements. Transfer the current state and future state knowledge to the functional leads. Business Analysts shall have the ability to test software and use automated tools to document and record testing scenarios.
Functional Leads/ Subject Matter Experts	The Subject Matter Experts (SMEs) or NHLC Functional Leads represent a pre-defined functional area or department within the NHLC, for example, Finance or Marketing. SMEs shall have the ability to make business decisions. They shall be knowledgeable regarding functional area to which they are assigned, the NHLC business processes and procedures currently being used and the vision of where the company would like to go. The SMEs shall be the source for customer business requirements. The functional leads from Blue Horseshoe will communicate with the SMEs through workshops, interviews, and questionnaires to learn about the NHLC's business processes, procedures, vision, and goals. SMEs shall research and provide details to ensure test scripts will accurately test NHLC processes within their functional area. SMEs shall participate in the writing of test scripts for their functional area. SMEs shall have the ability to test software and use automated tools to document and record testing scenarios. The NHLC shall assign SMEs for each of the following functional areas prior to project kickoff: Finance; Supply Chain; Retail; Marketing.
IT Manager (NHLC Technical Lead)	The IT Manager provides knowledge of the NHLC's existing IT environment and participates in architecting the environment required for the new implementation. Manages NHLC technical resources to ensure the architecture is meeting business and performance goals. The Technical Lead/ IT Manager shall: • have general knowledge of SQL, Visual Studio, and C# • have knowledge of the regression testing tools • be familiar with all current software solutions being used
IT Team Members	Provide technical knowledge of the NHLC's IT environment and perform technical tasks as needed for the implementation project. The IT Team Members shall perform technical activities such as data conversions, interfacing to systems outside of the ERP, performance tuning, testing, database management and development if desired by the NHLC.

	The following technical skills by specific IT Member role represents skills that are required when managing a Dynamics environment. A single resource may fill multiple roles. Database administrator · SQL Expert, Active Directory, General knowledge of .NET type languages. Developer – Integrations, Data Conversions, Enhancements · Expert in SSIS, SSRS, XML - General knowledge of SQL, .NET Languages, Experience with Azure Dev Ops tools. Security Administrator · Expert in Windows Server, Active Directory Reporting · Expert in SQL, SSRS, SSAS, SharePoint (General functionality), PowerBI
Testing Lead	Responsible for leading the development of test scripts with SMEs and ensuring overall performance metrics are met during testing.
End Users	End Users are the individuals from various functional areas or departments who will use the new D365 solution to perform their daily activities.

2.3 Issue Management

Project issues shall be jointly managed to resolution by the Blue Horseshoe and NHLC Project Teams. If an issue cannot be resolved by the NHLC and Blue Horseshoe Functional Leads, resolution shall follow the escalation path and timelines set forth in Section 2.6 of Exhibit B of this document. All assigned parties shall make decisions as quickly as possible with consideration given to the overall timeline for the Project. If resolutions are delayed beyond reason or later reversed, the Project schedule will be negatively affected.

At the outset of the implementation project, Blue Horseshoe shall create a master Project issue list. The issue list shall be reviewed, at a minimum, on a weekly basis and shall be jointly and proactively managed throughout the project. Issue documentation and resolution shall be an ongoing task for project team members and a key agenda item at project team meetings. The issue list should be maintained with version control in Azure DevOps to promote visibility, flexibility and clarity of task assignment, ease of reporting, change-tracking, and historical insights that will facilitate both the implementation as well as the operational support of the ERP.

2.4 Risk management

Risk Management shall be a recurring and iterative part of project management for this implementation. The purpose of risk management is to identify and eliminate the potential barriers to project success. The Blue Horseshoe Project Manager shall be jointly responsible with the NHLC Project Manager for risk review and mitigation throughout the Project. Initial project risks shall be identified during project planning and an initial Risk Log shall be created by Blue Horseshoe for monitoring by the Project Management Team. As the project progresses, the parties might identify new risks that need to be mitigated; such risks shall be added to the Risk Log by the identifying team member.

2.5 Organizational Change management

The Organizational Change Management Leads shall work together to ensure that NHLC Business Decision Makers are creating an environment where process changes are accepted and owned. This shall include:

- Open communication and defined escalation paths for decisions regarding process changes
- Setting appropriate expectations
- Assisting in resolving critical project issues in a timely manner and providing appropriate levels of reinforcement to ensure project success.
- Preparation work required by the stakeholders and obtaining acceptance of new methods of work.
- Planning of initial and ongoing user training to ensure successful adoption of the new processes and tools
- Timely communication around implementation activity timing and progress
- Feedback and response mechanism, such as phase gate reviews, weekly status meetings and iterative lessons-learned discussions.

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3. TASKS AND DELIVERABLES

3.1 Plan Phase

The specific project tasks and deliverables for the Plan Phase, as well as the responsibilities of each party, are as follows:

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
3.1.1	Project Kickoff	Project Kickoff Meeting Agenda Project Kickoff Meeting Project Organization Chart NHLC Contact Information for core team members Initial 2 - 4-week project schedule.	Provide project governance model and core team member information. Introduce NHLC team members Participate in kickoff meeting. Define project's critical success criteria and functional requirements. Provide thorough understanding of business issues and goals.	Plan and lead Project Kickoff meeting. Introduce defined BHS team members Produce an initial 2-4 week project schedule Review project methodology Plan and lead Client Account Services Touchpoint (Remote) Introduce Client Account Team
3.1.2	Requirements Analysis	Functional Requirements Interview Schedule Functional Requirements Interview Questions Functional Requirements Interview findings Requirements List by Functional Area identifying fit versus high level gaps	Provide As-Is documentation of existing business processes. Participate in development of functional requirements Provide Core Team Members to participate in functional interviews. Review functional interview findings for accuracy. Confirm Requirements list for accuracy. Confirm Gap List for accuracy.	Prepare and lead functional interviews and document findings. Develop functional requirements list as outcome of interviews Develop and document gaps as outcome of functional interviews Apply Best Practices to determine approach to meet requirements and gaps.
3.1.3	System Installation	Installed Development, Test, Golden and Stage environments.	Timely procurement and setup of hardware. Complete server OS and SQL installs where	Execute Software and ISV installation for development, test, and golden environments.

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STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
Implementation and Support of D365 ERP System
EXHIBIT B-1: **IMPLEMENTATION** – SCOPE OF SERVICES

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
		Server Map (What is installed, what software, what versions)	applicable. Provide BHS users system and network access. Establish any network account required for system installation. Acquire Development, Test, Golden and Stage environments.	Document server map for the development, test, and golden environments. Installation of Development, Test, Golden, and Stage environments.
3.1.4	Project Planning	Project Schedule (1st 4 to 6 weeks) Project Charter Project Budget Implementation Plan (Overall Project Milestone Schedule and Resources)	Participate in project planning sessions. Provide resource schedules and business availability input.	Deliver Project Charter to outline the goals of the project, clearly establish the final scope of the project, the resources to be utilized and the anticipated task timelines and milestones. The project charter shall be regularly updated to incorporate any changes to scope agreed to through the change management process. Provide detailed project goals & objectives, implementation team roles & responsibilities, project scope, communication plans, critical success & risk factors, deliverables, and change management plans. Produce implementation project plan, including milestone schedule, resources and budget.
3.1.5	Project Planning Alignment and Review	Project Planning Alignment and Review Agenda Project Planning Alignment and Review Presentation	Jointly lead Project Planning Alignment and Review Presentation to present project goals and objectives to the project team. Provide key project resources to attend Project Planning Alignment and Review Presentation. Sign off on project charter.	Jointly lead Project Planning Alignment and Review Presentation to present project goals and objectives to the project team. Review project charter, implementation project plan, and schedule.
3.1.6	Plan Phase Review & Acceptance	Phase Review Agenda Phase Review Presentation Phase Review Acceptance Document	Participate in Planning Phase Review Meeting. Sign off on Planning Phase of project.	Lead Planning Phase Review Meeting with NHLC Steering Committee to confirm project deliverables and completion of planning phase. Produce Phase Review Acceptance Document

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ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
				Plan and lead NHLC Account Services (CAS) Touchpoint (Remote) CAS to Participate in the Phase Gate Review

3.2 Design Phase

During the Design Phase, Blue Horseshoe shall analyze the current business requirements against best practice functionality and flows in the system to determine the most effective way to utilize the new system. The parties shall jointly identify methods for resolving any requirements beyond the functionality of the software, including requirements specific to integrations, which may include establishing manual processes, providing training, or developing enhancements to the system. At completion of the Design Phase, the Blue Horseshoe and NHLC project teams shall have defined how the system will be utilized and shall have created an overall system design.

Specific tasks and deliverables for the Design Phase are as follows:

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
3.2.1	Base Line Education	Education Schedule Education Roster Completed Baseline Education training scripts	Provide resources to participate in baseline education.	Lead base line education classes focusing on key areas identified during the Functional Interviews utilizing test system with sample data from the software provider. Provide Training on Continuous Deployment tools (RSAT and Postman) Provide Technical Training.
3.2.2	Test Pilot 1 Configuration	Configured Test Pilot system.	Provide sample master and transactional data sets for use in Test Pilot 1.	Execute on initial system configuration based on the specific business requirements. Prepare sample master and transactional data sets for demonstration in Test Pilot 1.
3.2.3	Test Pilot 1	Test Pilot Scripts	Lead on developing a specific business scenario list, including exceptions.	Assist in developing the business scenario list.

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STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
Implementation and Support of D365 ERP System
EXHIBIT B-1: **IMPLEMENTATION** – SCOPE OF SERVICES

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
		Test Pilot Schedule Test Pilot Summary Detailed Gap List by Functional Area Gap Analysis	Provide Core Team Members for participation in the test pilot. Review the test pilot scripts, approve the format of the test pilot, and review all deliverables to date in preparation for the test pilot. NHLC process owners participate in the execution of the test pilot providing input on process flows being demonstrated and identifying gaps. Provide strong representation from NHLC implementation team to participate in Test Pilot 1 Participate in open-minded discussions around changing current business processes. Approve Test Pilot 1 Summary/Gap Analysis and select any gaps approved for functional design.	Prepare Test Pilot 1 scripts based on the customers' specific business scenarios. Apply Best Practices. Conduct Test Pilot 1 against approved Test Pilot 1 scripts to demonstrate the configured solution. Include Continuous Deployment tools as a process scenario in Test Pilot 1. Develop Test Pilot 1 Summary/Gap Analysis from feedback received during Test Pilot 1. Plan and lead Client Account Services Touchpoint (Remote) CAS Gap Review in connection with project Goals and Objectives
3.2.4	Functional Specifications	Functional Design Document(s) for Gaps	Participate in identifying detailed functional requirements. Review and approve the functional design specifications.	Develop functional design specifications to meet requirements of any gaps discovered and approved for design in Test Pilot 1.
3.2.5	Design Phase Review & Acceptance	Phase Review Agenda Phase Review Acceptance	Participate in Design Phase Review Meeting. Sign off on Design Phase of project	Lead Design Phase Review Meeting with NHLC Steering Committee to confirm project deliverables and completion of Design Phase. Produce Phase Review Document Plan and lead Client Account Services Touchpoint (Remote) CAS to Participate in the Phase Gate Review

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3.3 Implement Phase

The specific project tasks and deliverables for this phase, as well as the responsibilities of each party for the deliverable, are as follows:

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
3.3.1	Development	Unit Test Plan Development Plan (BHS & Customer) Technical Design Document(s)	**Modifications** Execute and approve unit testing of modifications completed by BHS. Develop RSAT tools for any NHLC developed Modifications. **Data Conversions and Integrations** Extract and scrub data as input for data conversions. Participate in data mapping of NHLC legacy data to Dynamics. Validate data conversions and document data issues. Develop Postman for NHLC developed integrations.	**Modifications** Execute on NHLC-approved development. Develop unit test plans. Execute unit test plan and approves development is ready for NHLC unit testing. Migrate all technical requirements because of approved development to appropriate environments. Develop RSAT tools for BHS developed Modifications **Data Conversions and Integrations** Participate in data mapping of NHLC legacy data to Dynamics Develop required data conversions. Transform and load conversion data. Develop Postman for BHS developed integrations.
3.3.2	Cutover Planning	Cutover Plan	Participate in joint conversion plan with BHS. Document all required activities in existing NHLC systems.	Participate in joint conversion plan with NHLC. Document all data conversion and new system start up tasks.
3.3.3	Test Pilot 2 Configuration	Configured Test Pilot system. User Security Plan	Jointly finalize configuration for Test Pilot 2 in empty test environment. Identify security roles for Dynamics users.	Jointly finalize configuration for Test Pilot 2. Assist NHLC with security role identification and assignment.
3.3.4	Test Pilot 2 Cutover	Refined Cutover Plan	Jointly manage and update cutover plan activities and document.	Jointly execute with cutover plan activities.

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		Detailed Cutover Schedule Environment ready for Test Pilot 2		
3.3.5	Test Pilot 2	Updated Test Pilot Scripts Test Pilot Schedule Test Pilot Summary RSAT and Postman	Provide Core Team Members for participation in the Test Pilot 2. Update and prepare Test Pilot 2 scripts based on the specific business scenarios. These should include any approved development and integrations. Execute testing of approved Test Pilot 2 Scripts. Jointly responsible with BHS for resolving any issues uncovered in Test Pilot 2. Begin or continue developing RSAT scripts.	Develop Test Pilot 2 Schedule Support NHLC in Test Pilot 2 execution. Develop Test Pilot 2 Summary. Apply Best Practices. Jointly responsible with NHLC for resolving any issues uncovered in Test Pilot 2. Plan and lead Client Account Services Touchpoint (Remote). CAS to assist with Client and System Readiness for go live . CAS to complete assessment of needs for Documentation, End-User Training, and Post Implementation Support.
3.3.6	Load and Volume Testing	Load and Volume Test Scripts Load and Volume Schedule Load and Volume Summary	Provide appropriate integration data and functional users. Jointly plan and execute load and volume testing for key business processes.	Jointly plan and execute load and volume testing for key business processes.
3.3.7	Implement Phase Review & Acceptance	Phase Review Agenda Phase Review Acceptance Post Implementation Support Plan	Participate in Implement Phase Review Meeting. Sign off on Implement Phase of project.	Lead Implement Phase Review Meeting with NHLC Steering Committee to confirm project deliverables and completion of Implement Phase. Produce Phase Review Document. Present Post Implementation Support Options. Plan and lead Client Account Services Touchpoint (Remote). CAS to participate in the Phase Gate Review.

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3.4 Convert Phase

The specific project tasks and deliverables for this phase, as well as the responsibilities of each party for the deliverable, are as follows:

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
3.4.1	Documentation	Process Documentation Standard Operation Procedures Quick Reference Guides Hot Sheets Interface Procedures Exception Procedures	Direct and guide the creation of: Process Documentation, Training Documentation, Standard Operating Procedures, Quick Reference Guides, Hot Sheets, Interface Procedures, and Exception Procedures. Finalize RSAT Scripts.	Support the NHLC in the creation of: Process Documentation, Training Documentation, Standard Operating Procedures, Quick Reference Guides, Hot Sheets, Interface Procedures, and Exception Procedures. Support NHLC in building out all task guides and business process documentation specific to NHLC processes in Dynamics. Provide education to NHLC on Microsoft training tools (i.e. Customer Source, TechNet, MS Online Learning, Dynamics Help Wiki, Task Recorder, Lifecycle Services).
3.4.2	Training	Training Schedule Training Class Roster Completed End User Training	Provide process personnel to be trained on the system. Create End-User Training Plan. Conduct End User Training sessions. Track and report end-user training completion against Training Plan	Facilitate creation of End-User Training Plan.
3.4.3	Test Pilot 3 - User Acceptance Cutover	Refined Cutover Plan Detailed Cutover Schedule Environment ready for Test Pilot 3 Testing Refined User Security Plan Security Training	Jointly manage and update cutover plan activities and document. Implement security plan.	Jointly execute cutover plan activities. Conduct security training.

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3.4.4	Test Pilot 3 - User Acceptance	Update Test Pilot Scripts Test Pilot Schedule Test Pilot Summary Document System Acceptance Sign-off	Jointly develop Test Pilot 3 and schedule with BHS. Provide the appropriate resources to participate in the Test Pilot 3. Lead effort to drive Test Pilot 3 testing execution and act as first responder in issue resolution. Complete verification of test results against the original Functional System Design requirements. Sign off on system readiness for Go-Live.	Jointly develop user test scripts and schedule with NHLC. Support NHLC efforts in test pilot 3 testing execution and assist in resolving issues escalated to BHS team.
3.4.5	Cutover	Updated Cutover Plan	Jointly manage and update cutover plan activities and document.	Jointly execute Plan and lead Client Account Services Touchpoint (Remote) cutover plan activities.
3.4.6	Implementation Support			Provide resources to support Go Live activities. Plan and Lead Client Account Services – Touchpoint (On Site). CAS to participate in first and last week onsite with core team support assistance.
3.4.7	Convert Phase Review & Acceptance	Phase Review Agenda Phase Review Acceptance Post Implementation Support Plan	Participate in Convert Phase Review Meeting. Sign off on Convert Phase of project. Finalize Post Implementation Support.	Lead Convert Phase Review Meeting with Client Steering Committee to confirm project deliverables and completion of Convert Phase. Produce Phase Review Document. Finalize Post Implementation Support. Plan and lead Client Account Services Touchpoint (On Site). CAS to participate in the Phase Gate Review. CAS to review Project outstanding items and closure. CAS to discuss Customer Stabilization and assist with Stabilization - Formal Transition to CAS.

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3.5 Manage Phase

The Manage phase begins at Project Kickoff and lasts for the duration of the Project. It includes the governance and monitoring of all aspects of the project to include Project Scope Management, Project Risk Management, Project Budget Management, Project Time Management, and Project Change Management.

The specific project tasks and Deliverables for this phase, as well as the responsibilities of each party for the Deliverable, are as follows:

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
3.5.1	Resource and Project Planning Status Reporting Budget Reporting Issue Management	Budget vs Actual Reporting Status Report Issues List Project Schedule	Provide a Project Manager. Coordinate resources to participate in project activities. Coordinate with BHS Project Manager on all project activities Participate in the creation, review, and timely resolution of project issues and inquiries. Provide information and content to the status reports. Review budget progress and address any concerns or issues immediately as they arise. Jointly manage and coordinate project resources with BHS Project Manager. Participate and provide content to status meetings. Create Internal Change Management plan. Complete initial set up and ongoing management of a detailed responsibility assignment matrix (RACI).	Provide Bi-weekly budget update to the NHLC to identify budget vs. actual progress. Provide Weekly Status Report to the NHLC to identify current progress, open issues, and risk assessment. Maintain and monitor combined Master Issue List to identify system issues and resolutions. The Master Issue List shall include issue identification, task assignments, status monitoring and resolution. Provide guidance for initial set up of responsibility assignment matrix (RACI). Lead Weekly Status meetings. Provide key contact for client AR management. Jointly participate in Scope Management.

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Implementation and Support of D365 ERP System
EXHIBIT B-1: **IMPLEMENTATION** – SCOPE OF SERVICES

ID	Task/Activity	Deliverable	NHLC – Responsibility	Blue Horseshoe Responsibility
			Jointly participate in Scope Management.	
3.5.2	System Maintenance		Provide necessary access to systems. Complete system backups as well as data failover and recovery plans.	Perform Code Review. Maintain Development, Test, and Production systems throughout course of implementation.

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3.6 Non-Software and Written Deliverables Acceptance

Blue Horseshoe shall provide a written Certification that a non-software, written deliverable is final, complete and ready for review. After reviewing such Certification, the NHLC shall review the Deliverable to determine whether it meets the requirements outlined in this Exhibit B, Scope of Services. Within five (5) business days of receiving the Certification, the NHLC shall notify Blue Horseshoe in writing whether the Deliverable is accepted, accepted in part, conditionally accepted or rejected, provided that if the NHLC determines that it needs more than five (5) business days and so notifies Blue Horseshoe, the NHLC shall be entitled to up to an additional ten (10) business days. If the NHLC rejects a Deliverable or any portion of a Deliverable, or if acceptance is conditioned upon any related matter, the NHLC shall notify Blue Horseshoe of the reasons for rejection or the terms of conditional acceptance, and Blue Horseshoe shall correct any deficiency or resolve any conditions within five (5) business days or such longer period as the NHLC, in its sole discretion, may agree. Upon receipt of a corrected Deliverable, the NHLC shall have five (5) business days to review the Deliverable and notify Blue Horseshoe that the Deliverable is accepted, accepted in part, conditionally accepted or rejected, with the right to extend the review period up to five (5) business days or as mutually agreed. If Blue Horseshoe fails to correct a deficiency within the allotted period, the NHLC may, at its option, continue to review the Deliverable and allow Blue Horseshoe to continue to work to resolve the deficiency until deficiency is corrected, or may immediately terminate the Contract, declare Blue Horseshoe in default and pursue its remedies at law or in equity.

3.7 Number of Deliverables

Unless the NHLC otherwise specifically agrees in writing, Blue Horseshoe shall not deliver more than three (3) deliverables for review or testing at any one time.

4. TRAINING

Employing a "train the trainer" approach to end-user training, Blue Horseshoe shall provide training on the system across all process areas, including but not limited to, point-of-sale, inventory management, ordering, fulfillment, and finance.

Early in the project, Blue Horseshoe shall provide baseline education and the NHLC core project team shall participate in configuration tasks to facilitate knowledge transfer. Baseline education shall be conducted after the plan phase. Blue Horseshoe shall incorporate relevant NHLC business examples into the education sessions whenever possible. The baseline education shall:

- Be specific to the business processes that will be implemented by the NHLC;
- Provide background in the functionality and configurations related to the implemented processes;

- Enable team members to implement the solution according to their requirements; and
- Include Technical Training for IT Team Members.

Training Included and duration:

New Hampshire Category	Dynamics D365 Suite	Module	Task	Estimated Duration
D365	Continuous Deployment	D365FO	Continuous Deployment - RSAT and Task Recorder	1-2 days
D365	Continuous Deployment	D365FO	Continuous Deployment - Postman	½ - 1 day
D365	Security	D365FO	D365FO Security	1-2 days
D365	Development	D365FO	Development I in Microsoft D365FO	1-2 days
D365	Master Planning	D365FO	Master Planning in Microsoft D365FO	½ - 1 day
D365	Procurement	D365FO	Procurement in Microsoft D365FO	½ - 1 day
D365	Retail	D365FO	BHS Retail Training	2-3 days
D365	Retail	D365FO	Retail in Brick and Mortar Stores: Development and Customization for Microsoft D365FO	½ - 1 day
D365	Retail	D365FO	Retail in Brick and Mortar Stores: Installation and Configuration for Microsoft D365FO	½ - 1 day
D365	Sales	D365FO	Sales and Marketing in Microsoft D365FO	½ day
D365	Warehouse	D365FO	Warehouse Management in Microsoft D365FO	1-2 days
D365	Warehouse	D365FO	New Hardware Setup and Configuration	½ day
D365		BHS	PowerBI - Administrator Training	1-2 days
D365		BHS	Financial Postings for Retail	½ day

- Training classes are offered one-time for 4-8 NHLC associates
- Final agendas will be based on requirements discovery and supplied in advance of trainings

Blue Horseshoe shall continue to train the NHLC as part of the joint efforts of configuration, piloting and testing process. Prior to go-live, Blue Horseshoe and the NHLC shall jointly develop an end user training plan that shall be implemented by the NHLC project team shortly before final Test Pilot 3 testing and deployment. In addition to training the various levels of business users, Blue Horseshoe shall provide training to the State's technical team in the foundations of technical concepts for the ERP, including development basics, integration strategies, and data conversion tools.

4.1. Training Documentation Development

Blue Horseshoe shall provide the NHLC project team with access to and training on the pre-built templates and features of Dynamics, which are used for test and training documentation. The training features shall include:

- Task Guides - Provide a click by click prompt for the user to complete hundreds of different business processes directly in the Dynamics solution

- Task Recorder - Feature of the Dynamics client which can be used to edit the task guides described above. It can also record new Task Guides click by click from scratch; the Task Guides can then be saved to the centralized Business Process library. In this way, test and training documentation can be customized to NHLC processes by starting with a pre-built guide; or creating a new one for especially unique processes. This same process is used to build Task Recordings for use in Regression testing.
- Dynamics Lifecycle Services - The location within the system for maintaining the library of task guides. Out of the box, Microsoft has provided hundreds of task guides according to the APQC taxonomy of business processes within Lifecycle Services. Blue Horseshoe has extended this library with more task guides related to their ISV solutions for warehousing and distribution.
- Microsoft Customer Source, TechNet, MS Online Learning, and the Dynamics Help Wiki - Resources for self-study and preparation for future, formalized training from Blue Horseshoe. Blue Horseshoe's formalized training program shall integrate these components into the training cycle but uses them as supplementary resources.

NHLC core project team members shall create the training documentation (Task Recordings).

4.2. All training conducted by Blue Horseshoe shall be completed by highly experienced consultants who are actively in the field implementing D365. Blue Horseshoe shall ensure that all of their trainers have thorough knowledge of D365 and the NHLC project requirements. Blue Horseshoe shall support NHLC in building out all task guides and business process documentation specific to NHLC processes in Dynamics. Blue Horseshoe shall guide the NHLC on the use tools such as Task Recorder and Lifecycle Services to help to centrally organize all NHLC procedures and streamline the creation of the training and procedural documentation.

5. DATA CONVERSION AND CUTOVER PLANNING

Data migration occurs throughout the Project and is essential for testing real life scenarios with real life data. Blue Horseshoe shall be responsible for the initial data conversion planning, mapping of fields and data types, data loading for dry runs and test pilots, as well as the Go-Live cutover of real NHLC data. Blue Horseshoe shall execute a minimum of two 'practice' data conversions as part of the project. These practice conversions shall occur prior to Test Pilot 2 and prior to Test Pilot 3. Prior to Test Pilot 2, Blue Horseshoe and NHLC shall jointly develop a cutover plan, which shall include all cutover activities that will occur at Go-Live. The cutover plan shall be updated throughout the Design and Implementation Phases of the project with updated cutover requirements, timings, and performance based on the results of the cutover practice runs.

The Cutover plan shall include the following details:

- Communications to stakeholders and system users (cutover timings, shutdowns, etc.)
- Full Production infrastructure in place and regression tests completed against latest build in this environment
- Performance / Load Tests complete
- Production Environment audited for best practice compliance
- Any optimizations from load testing applied to Production Environment
- All development complete
- Test Pilot 3 signed off
- End user training completed
- All blocking defects resolved or mitigated
- Support escalation process and Defect tracking / resolution process documented and agreed
- Support team have been trained on the Dynamics solution and are aware of the go-live date
- Service Level Agreement for Post-Implementation Support and Maintenance defined and signed off
- Back out plan defined (ensure backups are done if needed for back out)
- Exact timing and duration of data conversions
- Manual tasks/configurations to be performed at cutover
- Code promotion tasks
- Production validation tasks (security, business transactions, reports to confirm financial balances, master data verification/counts)
- Run interfaces, integrations and batch processes
- Obtain sign off

6. VALIDATION AND TESTING

Validation and testing occur at several points within the implementation. For processes, the touch points are:

- Test Pilot 1
- Test Pilot 2
- Load and Volume Testing
- Test Pilot 3

6.1 Test Pilot 1

Test Pilot 1 focuses on base Dynamics processes and reviewing the base reporting. Blue Horseshoe shall conduct Test Pilot 1 with participation of NHLC core team members to provide input on process flows being demonstrated and to identify gaps. The parties shall jointly review gaps to identify feasible alternatives to customization. Blue Horseshoe shall document functional gaps and produce a Functional Design Document (FDD) detailing functional design specifications for gaps. The NHLC core project team shall participate in the test and subsequent documentation process to facilitate knowledge transfer as the NHLC team will later train the end users.

Blue Horseshoe and the NHLC Project Management Team shall ensure that all software customizations are fully tested prior to Test Pilot 2, Load and Volume Testing or Test Pilot 3 through an individualized testing process, which includes:

- Unit Testing (performed by BHS Developers)
- Functional Testing (Performed by BHS)
- Update of relevant Task Recordings for Regression Tests (Performed by BHS)
- User Testing (Performed by NHLC)

6.2 Test Pilot 2

NHLC shall lead Test Pilot 2, which introduces the completed customizations and matches them with the full suite of business processes. During Test Pilot 2, Blue Horseshoe shall assist the NHLC Functional Leads to test data and customizations in process groups to ensure that each of the group owners have a good understanding of their respective processes and business functions

6.3 Regression testing

Regression testing is an industry best practice to prevent changes in one area from introducing additional errors in another area. In the evergreen IT model and the continuous update strategy Microsoft employs, Microsoft applies application and platform updates to environments once a month. There is a 7-day waiting period in UAT before the update is applied to Production during which the NHLC shall conduct regression testing on the existing customizations using automated tooling documented in the Task Recordings developed during Design phase and updated during the Implementation phase. The NHLC shall begin regular regression testing after Test Pilot 2.

6.4 Load and Volume Testing

Following the issue resolution of Test Pilot 2, the NHLC shall prepare for and execute load and volume testing, which shall be supported by Blue Horseshoe. Testing shall be prepared with all integrations to simulate real time responsiveness while the system is under volume stress. This fully integrated performance test event focuses on all system integration points. It is crucial to the Project success, to make sure the data is accurately flowing between all systems. Load and volume testing will provide the necessary focus. When performance testing, the following factors shall be considered:

- Number of users
- Number of transactions
- Configuration of the infrastructure
- Environmental Variables (hardware, software, network)

6.5 Test Pilot 3

During Test Pilot 3, the NHLC shall include a selected team of business users to validate and test the system.

Test Pilot 3 shall follow the load and volume test. Test Pilot 3 shall be focused on User Acceptance testing. Going into Test Pilot 3, Blue Horseshoe and NHLC shall jointly facilitate another practice cutover to ensure the plan is current and complete. Blue Horseshoe shall update the timing and system performance information in the conversion plan. The cutover plan includes running all the data conversion so that actual NHLC data will be available for Test Pilot 3. At the completion of this cutover testing, the system is ready for Test Pilot 3.

7. SYSTEM ROLLOUT AND ACCEPTANCE

Blue Horseshoe shall lead rollout of full System to ten (10) NHLC retail stores identified by the NHLC. Rollout shall be conducted in collaboration with the NHLC and DoIT technical personnel to facilitate knowledge transfer and training. Rollout shall be comprised of two distinct go-live events. The first go-live event shall include the cutover of all NHLC financial and supply chain operations as well as a pilot of five (5) retail stores to be selected by the NHLC. The second go-live event shall include the cutover of an additional five (5) retail stores to be selected by the NHLC. During each go-live event, the NHLC and DoIT project team members shall shadow and be trained by the Blue Horseshoe project team members on how to bring additional retail stores live.

Rollout shall be deemed complete only after the NHLC has processed two monthly financial closings, one of which shall include all ten stores, without critical failures.

Upon successful conclusion of system deployment, including rollout and two successful monthly financial closings, one of which shall include the NHLC's ten (10) selected retail outlets, the NHLC shall issue a Letter of System Acceptance to Blue Horseshoe.

8. WARRANTY PERIOD

Blue Horseshoe shall provide a Warranty Period of ninety (90) days as part of the Implementation Project at no additional cost to the NHLC. The Warranty Period shall begin upon issuance of Letter of System Acceptance. During the Warranty Period, Blue Horseshoe shall dedicate project team members with detailed knowledge of the NHLC implementation and solution to resolve any lingering issues post implementation and to support the NHLC team while its members become comfortable operating the new system. The hours for these dedicated resources to stay involved with the NHLC project during the Warranty Period are included in the Cost of the implementation. At the conclusion of the Warranty Period the BHS project team will facilitate the hand off to the BHS Client Account Services (CAS) team which will then be responsible for ongoing support and maintenance as detailed in Exhibit B-2 of this Contract.

Because of the nature of the relationship with Microsoft as the NHLC SaaS Provider, the Warranty Period shall not cover the performance of the Dynamics 365 software. The

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solution will reside in the Microsoft cloud and the production environment will be managed by Microsoft engineers. The NHLC has a subscription software and premium support agreement with Microsoft that offers warranty protection and support regarding the performance and availability of the software. Blue Horseshoe shall engage with the Microsoft support team as necessary to support the NHLC during the Warranty Period and subsequent ongoing support and maintenance period.

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Post-Implementation Support and Maintenance

1. SCOPE OF SERVICES

Commencing at the end of the Warranty Period, the Blue Horseshoe Client Account Services (CAS) team shall provide ongoing system support and maintenance services to the NHLC for the following supported software:

- Microsoft Dynamics 365 for Finance & Operations
- SK Global Treasury Automation Suite
- New West payment connector

Support and maintenance services shall include, but are not limited to the following:

- Introduction of the CAS team at the Project Kickoff
- Bi-annual onsite Support and Maintenance Leadership Meetings
- Application support
- Production assistance to ensure business continuity from supported software
- Incident validation and monthly status reporting
- Triage with Microsoft support on base system issues and support cases
- On-going system performance audits, reviews, and troubleshooting
- Training on system functionality
- Consultation on business processes
- Clarification and review of system functions and configurations
- Clarification and review of system documentation and procedures
- Technical enhancement design, development, testing, and debugging
- Assistance with error message understanding and processes
- Break/fix problem diagnosis and troubleshooting of licensed applications
- Product installations and configurations
- Software release upgrade installations
- System patches and service packs installations
- General operations analysis and business process review
- Identification and reporting of potential bugs

2. BLUE HORSESHOE RESPONSIBILITIES

- Blue Horseshoe support resources shall be educated on and knowledgeable about the NHLC system where applicable.
- Blue Horseshoe shall assist the NHLC as an advocate if it becomes necessary for Microsoft to repair or replace the D365 software.
- Support issues requiring code development shall be quoted as a time and material project at the hourly standard support rate.

- Blue Horseshoe shall act as liaison between Microsoft and the NHLC in response to any large-scale system downtimes or failures from hosting or connectivity and assist NHLC in communications with Microsoft.
- NHLC shall maintain a Microsoft Premium support subscription for the duration of this contract.
- Blue Horseshoe shall be the 3rd Tier of support for the NHLC with NH DoIT staff performing initial Tier 1 and Tier 2 support to retail stores and Dynamics 365 corporate functions.
- Blue Horseshoe shall not be responsible for support, maintenance or upgrades of the NHLC's network, network devices or operating systems, anti-virus, or software updates necessary for their operation.
- Blue Horseshoe shall not be responsible for support of payment processing issues and errors.
- Blue Horseshoe shall reserve four (4) seats in any Blue Horseshoe-offered training for NHLC resources, the cost of which is included in this Contract. The price for additional seats for NHLC resources shall be $1,000 per program.
- Standard hours for CAS support are Monday through Friday 8:00AM to 8:00PM EST
- Blue Horseshoe offices are closed, and no support is available on the following holidays. New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

2.1. Record Keeping and Reporting

For all maintenance services and support calls, Blue Horseshoe shall collect and maintain the following information:

- Issue identified by
- Identifying number, i.e., work order number
- Nature of the deficiency
- Current status of the deficiency
- Action plans, dates, and times
- Expected and actual completion time
- Deficiency resolution information
- Resolved by

Blue Horseshoe shall work with the State to identify and troubleshoot potentially large-scale System failures or deficiencies by collecting the following information:

- Mean time between reported deficiencies with the Software
- Diagnosis of the root cause of the problem
- Identification of repeat calls or repeat Software problems
- Problem Resolution Plan

Blue Horseshoe shall provide a monthly summary report of issues addressed, including status, resolution, date opened, date closed, and point of contact.

Blue Horseshoe shall provide the NHLC with the resolution procedure for any issue upon request to enable the NHLC to resolve the issue internally should it occur again in the future.

2.2. Support Request Response

Blue Horseshoe shall communicate an estimated resolution time to the NHLC upon completion of initial discovery. NHLC may stop effort on an issue with email notification at any time.

If Blue Horseshoe is unable to resolve an issue on its own, it may, with NHLC approval, leverage Microsoft support. Microsoft's response times may impact overall time and cost to resolve issue.

For issues deemed "Critical" by the NHLC, Blue Horseshoe shall communicate with NHLC on a daily basis until the issue is resolve regarding issue log details, additional client-side information, primary technician assigned, steps taken to resolve, next steps to be taken, and any additional information necessary.

3. ISSUE PRIORITIZATION

The NHLC shall assign issues a Severity Code, which identifies a level of importance based on the issue's impact on NHLC business operations, which shall direct scheduling of resources, organization of the backlog, and ensure appropriate support effort. The following Severity Code schedule shall be used to determine issue priority:

Severity Code	[illegible]	Definition
1. Critical	Urgent	Showstopper. An issue has made a business-critical application non-responsive, unusable or unavailable and no identified workaround exists. Issue causes substantial harm to client data, or has significant impact on the commercial operation of the NHLC.
2. High	High	A problem has caused a business-critical application to malfunction, or a function to become unusable or unavailable, but a workaround exists. Issue causes severe performance degradation causing a disruption to important tasks or placing the operation of such tasks at risk.
3. Normal	Normal	A problem has diminished a non-critical business function. A general question or a minor defect or failure of the solution which does not result in an operational disruption to the NHLC's business.

4. SERVICE LEVEL OBJECTIVES

The following Service Level Objectives for Supported Software shall serve as targets for performance monitoring. Blue Horseshoe shall provide best efforts to meet these objectives at all times.

4.1. Response Time

Response Time is the period between notifying Blue Horseshoe Client Account Services by email or phone of an issue and receiving an email or telephone response acknowledging the issue. The Severity Code shall be used to determine the appropriate response time as detailed below:

Severity Code	Initial Responder	Response Time
1. Critical	Support Lead	Within 1 hour
2. High	Support Lead	Within 2 hours
3. Normal	Account Manager	Within 4 hours

If Blue Horseshoe fails to respond to an issue within the period of time set forth above, Blue Horseshoe shall be deemed to have committed an Event of Default, and the NHLC shall have the right, at its option, to pursue actions in accordance with Section 8 of State of NH Form P-37.

4.2 Resolution Time

Resolution Time is the period between acknowledging the issue and the point in time when the issue is satisfactorily resolved. The Severity Code shall be used to determine the appropriate resolution time as detailed below. If the issue is not resolved within the defined target timeframe, continuous effort shall be applied by Blue Horseshoe until the issue is resolved. If at any time during the duration of this project, Blue Horseshoe becomes aware that a Resolution Time will exceed the objectives described below due to the effort involved or for any other reason, Blue Horseshoe shall notify the NHLC as soon as it becomes aware or, at a minimum, within the time established below:

Severity Code	Resolution Time Objective
1. Critical	4 Hours (unless it is communicated that the resolution will require additional time due to effort involved)
2. High	1 Business Day (unless it is communicated that the resolution will require additional time due to effort involved)
3. Normal	5 Business Days (unless it is communicated that the resolution will require additional time due to effort involved)

5. NHLC RESPONSIBILITIES

The NHLC shall fully explore all issues before making a support request. The NHLC shall reasonably ascertain all functions being impacted, determine if the problem is unique to one piece of hardware and if reasonable, replicate the problem on other hardware, and determine if the problem occurred after changes to hardware or system configurations, or following any changes to data structures.

The NHLC shall classify the problem by assigning it a Severity Code and shall immediately log the issue in Blue Horseshoe's ticket resolution system.

If the issue is urgent and needs immediate attention, the NHLC shall create an Urgent Ticket and then email and call Blue Horseshoe Customer Account Services and inform them of the ticket number assigned to the issue.

The NHLC shall be readily accessible to help Blue Horseshoe's support group to identify root causes and resolve the issue. This may include access and changes to systems that are outside of Blue Horseshoe's responsibility.

6. CONTACT PROCEDURES

Blue Horseshoe shall provide access to a support portal where NHLC shall log requests for support. The support portal shall be used for issue reporting, triaging, tracking and resolution workflows. The NHLC shall identify up to four individuals to manage requests and ensure the NHLC's internal escalation procedures are followed. Blue Horseshoe's Client Account Manager shall onboard designated NHLC personnel to Blue Horseshoe's support portal at the start of the support period and provide training as necessary throughout the duration of this Contract.

For critical support, NHLC shall open an Urgent Ticket in Blue Horseshoe's support portal. Blue Horseshoe support staff shall be immediately notified by email when an Urgent Ticket is created.

7. ESCALATION PROCEDURE

If an issue is not resolved to the NHLC's satisfaction, the following escalation procedure shall be followed:

- **First Escalation Point:** Account Manager
- **Second Escalation Point:** Project Director
- **Third Escalation Point:** Executive Sponsor

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION

EXHIBIT C: PAYMENT TERMS AND PRICING

1. PAYMENT

1.1 Not-to-Exceed Contract

This is a Not-to-Exceed Contract, total value indicated in Section 1, Block 1.8 of State Form P-37 for the period between the date of approval by Governor and Executive Council (hereinafter Effective Date) through June 30, 2033.

1.2 Contract Price

Notwithstanding any provision of this Contract to the contrary, in no event shall the total of all payments made by the State exceed the price limitation indicated in Section 1, Block 1.8 of State Form P-37, which shall be the only and complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, deliverables, or milestones at fixed pricing/rates appearing in the Milestone Payment Schedule below. The Contractor agrees that, although the cost of each milestone is not to exceed the stated cost, hours worked by the Contractor for each role and milestone will be tracked and reported to the NHLC at the end of each Phase. If the number of hours required to deliver is less than was estimated, the NHLC may leverage the unused hours to cover the cost of additional functionality, as documented in a Change Order, or could result in saved budget.

All prices are in USD. The State of New Hampshire shall not be responsible for any taxes.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all reasonable travel and related expenses. All labor rates shall be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Milestones as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including, at a minimum: milestone name and description; total value of milestone; holdback amount; invoice amount; date of delivery and/or installation; the acceptance date of milestone; and any other agreed upon Project costs if applicable.

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STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION

EXHIBIT C: PAYMENT TERMS AND PRICING

The Contractor shall include the State's confirmation of successful acceptance or confirmation of substantial completion of a Milestone with each invoice.

Upon approval of a Milestone, and a properly documented and undisputed invoice, the State will pay within thirty (30) days. Invoices shall not be backdated and shall be promptly processed.

Invoices shall be sent via email or U.S. Mail to:

April Bunker, Program Manager
New Hampshire Liquor Commission
Mailing Address: PO Box 503, Concord, NH 03302-0503
Telephone: 603-230-7009
Email: april.bunker@liquor.nh.gov

3. PAYMENT ADDRESS

All payments will be made via direct deposit through ACH. The Contractor shall complete enrollment with the New Hampshire State Treasury for vendor direct deposit at: https://www.nh.gov/treasury/state-vendors/index.htm prior to submission of the first invoice on this project.

4. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice of said overpayment or erroneous payment provided in writing by the State.

5. CREDITS

The State may apply credits due to the State arising out of this Contract against the Contractor's invoices with appropriate information attached and prior notification to the Contractor that credit is to be applied.

6. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the total price for each of the milestone payments until agreed upon holdback disbursement points, as set forth in the Milestone Payment Schedule.

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STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION

EXHIBIT C: PAYMENT TERMS AND PRICING

7. PAYMENT SCHEDULES

7.1. Implementation - Milestone Payment Schedule

Pricing for professional services for the deployment of the Microsoft Dynamics 365 platform to meet the State's functional, technical, and project-related requirements shall consist of:

Payment	Phase	Milestone(s)	Total Amount	Holdback	Net Invoice
1	Plan	Requirements Analysis	$109,954.00	$10,995.40	$98,958.60
2	Plan	Project Charter, Plan	$109,954.00	$10,995.40	$98,958.60
3	Plan	Payment Connector Deployment	$139,250.00	$13,925.00	$125,325.00
4	Plan	Plan Phase Gate	$109,954.00	$10,995.40	$98,958.60
5	Plan	Plan Holdback Invoice			$46,911.20
6	Design	Base Line Education	$124,909.00	$12,490.90	$112,418.10
7	Design	Test Pilot 1 Configs, Scripts	$124,909.00	$12,490.90	$112,418.10
8	Design	Test Pilot 1	$124,909.00	$12,490.90	$112,418.10
9	Design	Functional Specifications	$124,909.00	$12,490.90	$112,418.10
10	Design	Design Phase Gate	$124,909.00	$12,490.90	$112,418.10
11		Design Holdback Invoice			$62,454.50
12	Implement through TP2 config	20% Development Complete	$402,792.00	$40,279.20	$362,512.80
13	Implement through TP2 config	40% Development Complete	$402,792.00	$40,279.20	$362,512.80
14	Implement through TP2 config	60% Development Complete	$402,792.00	$40,279.20	$362,512.80
15		Development Holdback Invoice			$120,837.60
16	Implement through TP2 config	80% Development Complete	$402,792.00	$40,279.20	$362,512.80
17	Implement through TP2 config	Development Complete	$402,792.00	$40,279.20	$362,512.80
18	Implement through TP2 config	Test Pilot 2 Configs, Scripts	$402,792.00	$40,279.20	$362,512.80
19	TP2 Cutover through Convert	Test Pilot 2	$167,604.00	$16,760.40	$150,843.60

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EXHIBIT C: PAYMENT TERMS AND PRICING

20	TP2 Cutover through Convert	Implement Phase Gate	$167,604.00	$16,760.40	$150,843.60
21		Implement Holdback Invoice			$154,358.40
22	TP2 Cutover through Convert	Test Pilot 3	$167,604.00	$16,760.40	$150,843.60
23	D365 + Retail 1 GO-LIVE	Go-Live D365, Retail 1	$167,604.00	$16,760.40	$150,843.60
24	Production Support + Retail 2 GO-LIVE	Go-Live Retail 2	$167,604.00	$16,760.40	$150,843.60
25	Production Support	Production Support completed	$167,604.00	$16,760.40	$150,843.60
26		Convert Holdback Invoice			$67,041.60
27	Warranty months		$142,204.00	$14,220.40	$127,983.60
28	Warranty months		$142,204.00	$14,220.40	$127,983.60
29	Warranty months		$142,204.00	$14,220.40	$127,983.60
30		Warranty Period Holdback Invoice			$42,661.20
TOTAL			$4,942,645.00		$4,942,645.00

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7.2 Post-Implementation Support and Maintenance

Support and maintenance hours shall be available from Blue Horseshoe resources as indicated in the table below, based on a blended rate of $230 per hour through SFY24 and $247.25 for SFY25 through SFY31. On a monthly basis, Blue Horseshoe shall issue to the NHLC a detailed statement of support hours used in that period and the outstanding balance of hours. NHLC's prepaid support hours shall not expire during the term of the Contract; unused hours shall carryover to the next annual period of support or may be leveraged, at the NHLC's sole discretion, for enhancements.

Position Title	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	Cost (Hours x Rate)
Account Manager	775	344	344	344	344	344	344	344	344	344	344	$ 1,010,988.00
Support Lead #1	2008	1144	1144	1144	1144	1144	1144	1144	1144	1144	1144	$ 3,231,178.00
Support Lead #2	2008	1144	1144	1144	1144	1144	1144	1144	1144	1144	1144	$ 3,231,178.00
Annual Fee	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$ 82,500
Payment Connector Software Maintenance	$31,250	$31,250	$31,250	$31,250	$31,250	$31,250	$31,250	$31,250	$31,250	$31,250	$31,250	$ 343,750.00
	$1,140,680	$644,110	$644,110	$644,110	$689,512	$689,512	$689,512	$689,512	$689,512	$689,512	$689,512	$ 7,899,594.00

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APPENDIX A

REQUIRED BUSINESS PROCESSES

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APPENDIX A

Required Business Process - Scope Content			
Requirement		Requirement Definition	
ID	NHLC Process Area	Business Process	Requirement Text
			NHLC will implement base functionality in the "Solution" unless noted in the defined technical work. The "Solution" is defined as follows: **Functional: D365 for Finance, D365 for Supply Chain, D365 for Commerce, SKGlobal - Treasury Management Solution** **Technical: Kingsway Soft, SQL Server Integration Services Azure Data Lake, Azure Dev Ops, Power Platform, PrecisionForm** **Payment: Global Payment Systems (Cayan), New West Technologies**
R1.0.0	Transportation	Warehouse/Store Transfer	Solution shall allow for the transfer of product from Concord warehouse to any NHLC store
R1.0.1	Transportation	Warehouse/Store Transfer	Solution shall allow for the transfer of product from Concord warehouse to any NHLC store with a pass-through at 3PL warehouse.
R1.0.2	Transportation	Warehouse/Store Transfer	Solution shall allow for the transfer of product from 3PL warehouse to any NHLC store.
R1.0.3	Transportation	Warehouse/Store Transfer	Solution shall allow for the transfer of product from any NHLC store to the 3PL warehouse.
R1.0.4	Transportation	Warehouse/Store Transfer	Solution shall allow for the transfer of product from any NHLC store to the NHLC Concord warehouse
R1.0.5	Transportation	Warehouse/Store Transfer	Solution shall allow for the transfer of product from the NHLC Concord warehouse to a NHLC virtual store with or without the physical movement of inventory
R1.0.6	Transportation	Warehouse/Store Transfer	Solution shall allow for the transfer of product from the 3PL warehouse to a NHLC virtual store with or without the physical movement of inventory.
R1.2.0	Transportation	Store to Store Transfer	Solution shall allow for the transfer of product from any NHLC store to any other NHLC store
R1.2.1	Transportation	Store to Store Transfer	Solution shall allow for the transfer of product from any NHLC store to a NHLC virtual store with or without the physical movement of inventory
R1.3.0	Transportation	Warehouse to Warehouse Transfer	Solution shall allow for the transfer of product from the NHLC Concord warehouse to the 3PL warehouse.
R1.3.1	Transportation	Warehouse to Warehouse Transfer	Solution shall allow for the transfer of product from the 3PL warehouse to the NHLC Concord warehouse.
R1.4.0	Transportation	Product Transfer (General)	Solution shall allow for the tracking of product during any product transfer
R1.4.1	Transportation	Product Transfer (General)	Solution shall provide reporting of all "in transit" product for inventory control
R2.0.0	Finance	AR ACH Reconciliation	Solution shall include bank reconciliation and customer settlement functionality for AR ACH Reconciliation. AR ACH details will be recorded manually in to customer payment journals or imported using the Data management framework (Customer payment header / line entities).
R2.0.2	Finance	AR ACH Reconciliation	Solution shall allow for bank details to be imported as a bank statement format to reconcile bank transactions for the ACH bank transaction type
R2.0.3	Finance	AR ACH Reconciliation	Solution shall support the inbound ACH file(s), settlement and variance reporting to support settlement automation using advanced bank reconciliation functionality from SKGlobal.
R2.1.0	Finance	AP Processing Debit Memo/Claim Invoice	Solution shall support the manual entry of AP Debit memos when processing invoices to cover the debit memo
R2.1.1	Finance	AP Processing Debit Memo/Claim Invoice	Solution shall support an updated process of entering debit memos into the system when received and utilizing the vendor payment proposal with the check vendor balance and/or delete negative payments options to exclude paying invoices if a debit balance exists.
R2.2.0	Finance	Grant Billing	Solution shall support the manual entry of free text invoices for grant billing and manual entry or import of journal entries into a general ledger journal for journal entries.
R2.2.1	Finance	Grant Billing	Solution shall support the manual entry or import of journal entries into a general ledger journal
R2.2.2	Finance	Grant Billing	Vendor shall provide training to NHLC resources on the proper steps to follow for workflow creation and adjustments
R2.3.0	Finance	AR Credit/Debit Card Reconciliation	Solution shall support statement posting from the Retail module to Accounts receivable for credit card/debit card payment types
R2.3.1	Finance	AR Credit/Debit Card Reconciliation	Solution shall support manually reconciling details from the payment processor to the totals posted to AR from retail.
R2.3.2	Finance	AR Credit/Debit Card Reconciliation	Solution shall allow for bank details to be imported in a bank statement format to reconcile bank transactions for the Credit/Debit card bank transaction type
R2.3.3	Finance	AR Credit/Debit Card Reconciliation	Solution shall support the inbound file(s), settlement and variance reporting to support settlement automation using advanced bank reconciliation functionality from SKGlobal
R2.4.0	Finance	AP Requisition	Solution shall support base Purchase requisitions functionality
R2.4.1	Finance	AP Requisition	Solution shall support procurement categories or item selection on the Purchase requisition
R2.4.2	Finance	AP Requisition	Solution shall support manual/duplicate entry between NHFirst and D365 for requisitions that are required to be in both systems
R2.4.3	Finance	AP Requisition	Vendor shall train NHLC users on configuration and processing of workflow functionality
R2.5.0	Finance	Journal Entries	Solution shall include functionality for entering journal entries including import using Data management framework, Excel upload and manual entry using voucher templates and periodic journals
R2.5.1	Finance	Journal Entries	Vendor shall configure journal approvals for a journal approval (non-workflow) based on user groups
R2.5.2	Finance	Journal Entries	Vendor shall train NHLC users on configuration and processing of workflow functionality
R2.6.0	Finance	AR Checks/Cash Reconciliation	Solution shall support base statement posting from the Retail module to Accounts Receivable for checks/cash payment types
R2.6.1	Finance	AR Checks/Cash Reconciliation	Solution shall support the manual reconciliation of details from the SmartSafe to the totals posted to AR from Retail
R2.6.2	Finance	AR Checks/Cash Reconciliation	Solution shall support the inbound file(s), settlement and variance reporting to support settlement automation using advanced bank reconciliation functionality from SKGlobal
R2.7.0	Finance	AP Encumbrances	Solution shall support the previously developed integration to GL journal processing to handle encumbrances
R2.7.1	Finance	AP Encumbrances	Solution shall support Budget control and enable at the line level for Purchase requisitions (pre-encumbrance), Purchase orders and Vendor invoices if NHLC determines to manage encumbrances rather than in other systems
R2.8.0	Finance	Trade Agreements (Weighted Average with Power Buys)	Solution shall support the previously developed pricing design for Purchase trade agreement configuration which shall be finalized by the vendor as part of the total pricing solution
R2.9.0	Finance	AR Lottery Reconciliation (Online and Instant)	Solution shall provide the ability to import list files from the NH Lottery Commission to support AR Lottery Reconciliation
R2.10.0	Finance	Batch Billing	Solution shall support a manual import or upload of Marketing bill backs (coupons offered or promotions) as free text invoices using entities.
R2.10.2	Finance	Batch Billing	Solution shall support print management configuration to batch email D365 free text invoice documents or print based on customer configuration.
R2.11.0	Finance	Expense Payroll	Solution shall support GL excel import of payroll distribution from NHFIRST
R2.11.1	Finance	Expense Payroll	Solution shall provide reporting and analysis needed to report on labor hours by location based on payroll data in a data warehouse and reporting framework.
R2.12.0	Finance	AR End of Day Reconciliation	Solution shall provide statement posting from the Retail module to Accounts Receivable.
R2.12.1	Finance	AR End of Day Reconciliation	Vendor shall provide the data analytics required for the NHLC to develop a Daily Store Financial Report for AR end-of-day reconciliation
R2.12.2	Finance	AR End of Day Reconciliation	Solution shall support the use of SKGlobal Treasury Automation for enhanced bank reconciliation and settlement features.

APPENDIX A

Required Business Process - Scope Content			
Requirement		Requirement Definition	
ID	NHLC Process Area	Business Process	Requirement Text
R2.13.0	Finance	Contested Invoices	Solution shall support NHLC marking an invoice as disputed using the Aged Balances/Collections
R2.13.1	Finance	Contested Invoices	Solution shall allow NHLC to assign a contested invoice, through Case Management, to an AR/Collections agent to manage the open dispute
R2.13.2	Finance	Contested Invoices	Solution shall support using free text invoices or sales orders for manual corrections (Credit and Rebill) and manual settlement of original invoice to credit
R2.14.0	Finance	Expense P-Card	Solution shall support entering journal entries including import using Data management framework, Excel upload and manual entry for expense card details
R2.15.0	Finance	AR Gift Cards Reconciliation	Solution shall support statement posting from the Retail module to Accounts receivable for gift card payment types
R2.15.1	Finance	AR Gift Cards Reconciliation	Solution shall support the manual reconciliation of details from the Retail module to the totals posted to AR from retail
R2.16.0	Finance	AP Invoice Payment	Solution shall support vendor payment proposal to generate vendor invoice payments
R2.16.1	Finance	AP Invoice Payment	Vendor shall implement an AP Match invoice export and Payment voucher import between D365 and NHFirst via the previously developed interface. Analysis, testing and defect resolution shall be included.
R2.17.0	Finance	Supplies for HQ and Stores (Requisitions & Encumbrances)	Solution shall provide purchase requisitions functionality
R2.17.1	Finance	Supplies for HQ and Stores (Requisitions & Encumbrances)	Solution shall support procurement categories or item selection on the purchase requisition
R2.17.2	Finance	Supplies for HQ and Stores (Requisitions & Encumbrances)	Solution shall support a manual/duplicate entry between NHFirst and D365 for requisitions that are required to be in both systems
R2.17.3	Finance	Supplies for HQ and Stores (Requisitions & Encumbrances)	Vendor shall train NHLC users on configuration and processing of workflow functionality
R2.18.0	Finance	AR Enforcement Deposits	Solution shall support manual input of enforcement deposits into a customer payment journal
R2.18.1	Finance	AR Enforcement Deposits	Vendor shall implement the previously designed integration to import enforcement deposit data to D365 from MLO. Analysis, testing and defect resolution shall be included.
R2.19.0	Finance	Budgeting	Vendor shall implement the previously designed interface for basic budgeting with the budget register entries being imported from NHFirst or approved budgets and budget changes. Analysis, testing and defect resolution shall be included.
R2.19.1	Finance	Budgeting	Solution shall allow for budget control at the main account and class financial dimensions levels
R2.19.2	Finance	Budgeting	Vendor shall review previous configuration of main accounts and financial dimensions to address current budget control issues
R2.19.3	Finance	Budgeting	Vendor shall train users on the configuration and processing of workflow functionality
R2.19.4	Finance	Budgeting	Vendor shall configure and train NHLC on Budget planning functionality. NHLC will start using the budget planning functionality once the required data is in the system (post-implementation).
R2.20.0	Finance	Accruals	Solution shall provide accrual functionality using accrual schemes and selecting these at journal entry time. This shall be supported in multiple GL layers (operating and non-operating for accruals not hitting the budget system)
R2.20.1	Finance	Accruals	Solution shall include journal entry import using Data management framework, Excel upload and manual entry using base features of voucher templates and periodic journals with reversing entries
R2.21.0	Finance	AR Dunning Letters	Solution shall support collection letter functionality
R2.22.0	Finance	Fixed Assets	Solution shall support Fixed Assets functionality for acquisitions and disposal with expensing for the current (budgetary) layer and capitalization in the non-operating layer
R2.22.1	Finance	Fixed Assets	Solution shall allow for depreciation of fixed assets to be recorded in the non-operating layer for depreciation and an ongoing basis
R2.22.2	Finance	Fixed Assets	Solution shall support entry into acquisition journals manually, through Purchase orders (Purchase requisitions) and/or import through Excel or Data management framework
R2.22.3	Finance	Fixed Assets	Solution shall provide for mass fixed asset imports using existing data entities within the D365 Data Management Framework
R2.23.0	Finance	AR License Credit Applications	Vendor shall implement the previously developed MLO integration for customer setup. Analysis, testing and defect resolution shall be included.
R2.23.1	Finance	AR License Credit Applications	Solution shall allow for the update of customer setup process for the application of payments terms and manual assignment of House credit terms.
R3.0.0	Affidavits	Store Affidavits	Vendor shall implement the previously designed solution for the store affidavit process. Analysis, testing and defect resolution shall be included.
R3.1.0	Affidavits	Warehouse Affidavits (3rd Party Logistics (DHL) and NHLC Warehouses)	Vendor shall implement the previously designed solution for the warehouse affidavit process. Analysis, testing and defect resolution shall be included.
R3.2.0	Affidavits	Generate Claim Invoice	Solution shall generate an invoice at the end of a defined bailment period that includes purchases and claims.
R3.2.1	Affidavits	Generate Claim Invoice	Solution shall allow each claim to be associated with an item number and reason for the claim
R4.0.0	Returns	Return to Store	Solution shall provide return and channel return policy functionality including product returns and transactional returns
R4.0.1	Returns	Return to Store	Solution for Product returns shall allow the customer to do a blind return that is not associated to a previous transaction
R4.0.2	Returns	Return to Store	Solution shall allow for transactional returns, where the original order or receipt is present or locatable on the POS
R4.0.3	Returns	Return to Store	Solution shall allow for the manual addition of charges on the POS to be applied to a return transaction by discretion of the manager
R4.0.4	Returns	Return to Store	Solution shall provide the ability to select the return method of payment
R4.1.0	Returns	Refund Authorization	Solution shall support the NHLC's refund authorization process as described in the NHLC's refund type matrix and follow the NHLC internal Refund Process / Procedure.
R4.2.0	Returns	Enforcement Refund	Solution shall allow for the refund of payments made to the NHLC's Enforcement Division
R4.2.1	Returns	Enforcement Refund	Vendor shall provide training to NHLC resources on the proper steps to follow for workflow creation and adjustments
R4.3.0	Returns	Online/Electronic Lottery Ticket Return from Customer	Solution shall allow for the void of a lottery ticket on the POS
R4.4.0	Returns	AP Refunds to State Check	Solution shall support accounts payable refunds and have those refunds picked up in an integration to NHFirst
R4.5.0	Returns	Marketing Sends Credit Memo	Solution shall allow for an HQ-initiated credit to named customers for returns to the 3PL warehouse
R4.6.0	Returns	Return to 3PL	Solution shall allow for a user-executed process to return product to the 3PL warehouse within the vendor's bailment solution
R4.6.1	Returns	Return to 3PL	Solution shall allow for the return of product from state-owned stock to vendor stock
R4.7.0	Returns	AR Refunds to Credit Card	Solution shall support the manual adjustment for payment transactions that were refunded on payment processor's portal
R4.8.0	Returns	Instant Lottery Ticket Return from Customer	Solution shall support the return of an instant lottery ticket on the POS
R4.9.0	Returns	Licensee in Store Returns	Solution shall support customer return policy including approvals needed for cash balance returns. The customer return policy shall reference the previously designed refund type matrix

Required Business Process - Scope Content			
Requirement		Requirement Definition	
ID	NHLC Process Area	Business Process	Requirement Text
R4.9.1	Returns	Licensee in Store Returns	Solution shall support a licensee return with or without a receipt in stores
R4.9.2	Returns	Licensee In Store Returns	Solution shall support return locations by selection from return reason code to mark the returnable inventory as sellable or non-sellable in store
R4.10.0	Returns	Reverse Payments	Solution shall support payment reversals to be picked up in the NHfirst integration to state accounting
R4.11.0	Returns	Return of Gift Card	Solution shall provide the functionality to return or cash out remaining balances on external gift cards of the 3rd party gift card provider
R4.11.1	Returns	Return of Gift Card	Solution shall support the sale of a product for a negative amount. All remaining monies shall be managed directly with the NHLC licensed Payment Gateway and Payment Interface.
R4.12.0	Returns	Lottery Commission Decommissioning	Solution shall support an inventory adjustment process when lottery tickets are decommissioned by the Lottery Commission
R4.12.1	Returns	Lottery Commission Decommissioning	Solution shall allow the NHLC to view all lottery tickets that were decommissioned through the store-generated inventory adjustment file
R5.0.0	Retail	Start of Shift	Solution shall provide the start of day functionality
R5.1.0	Retail	Sales	Solution shall support D365 sales types for retail channels including retail sales for cash and carry transactions for named and unnamed customers
R5.1.1	Retail	Sales	Solution shall include customer order functionality for sales orders that are to be created for named customers for pickup at stores or 3PL warehouse and orders for pickup at a later date
R5.2.0	Retail	Licensee Payment on Account	Solution shall allow for "on account" method of payment in retail channels or at headquarters
R5.2.1	Retail	Licensee Payment on Account	Solution shall include the ability to limit method of payment by customer based on previously developed modification. Analysis, Testing, and defect resolution shall be included.
R5.3.0	Retail	Till Loan	Solution shall support the ability to do till loans in store
R5.4.0	Retail	Recalling Sales Orders	Solution shall support the ability to recall sales orders on the POS for edit or tender
R5.4.1	Retail	Recalling Sales Orders	Solution shall include search functionality for order lookup on the POS
R5.4.2	Retail	Recalling Sales Orders	Solution shall support the recall of suspended orders and named customer orders on the POS
R5.5.0	Retail	End of Shift	Solution shall include End of Shift/End of Day functionality
R5.6.0	Retail	Till Pick up	Solution shall include functionality for till pickups in store
R5.6.1	Retail	Till Pick up	Solution shall provide a soft stop for cashiers to alert them that they are approaching till balance limits
R5.7.0	Retail	Store Petty Cash	Solution shall allow for the use of petty cash for miscellaneous expenses in store via income and expense accounts
R5.7.1	Retail	Store Petty Cash	Solution shall support the manual entry of operating cash balances into specified ledger accounts in the back office application to capture starting petty cash balances
R5.8.0	Retail	Smart Safe (Deposits and Reconciliation)	Solution shall support safe management in stores
R5.8.1	Retail	Smart Safe (Deposits and Reconciliation)	Solution shall include configuration of smart safe on the retail channel in the back office ERP
R5.8.2	Retail	Smart Safe (Deposits and Reconciliation)	Solution shall allow for in-store safe reconciliation to be managed by specified users in store
R5.9.0	Retail	Start of Day	Solution shall provide store start of day functionality
R5.10.0	Retail	Shelf Display/Shelf Tag Printing	Solution shall allow for the creation of a product file to be used to generate shelf tags
R5.11.0	Retail	Enter Inventory Counts	Solution shall provide for the ability for users to enter incremental inventory counts for review during full inventory
R5.12.0	Retail	Store Receiving from Warehouses	Solution shall provide the ability to receive in store using the D365 WMS app inventory from other stores, 3PL warehouse or NHLC warehouse
R5.13.0	Retail	UPC Label Reprinting	Solution shall allow for the reprinting of UPC labels for items that are not labeled or need to be relabeled in store
R5.14.0	Retail	Enter Inventory Cycle Counts	Solution shall provide for the ability for users to enter inventory counts or incremental cycle count for review during cycle counts
R5.15.0	Retail	Store Receiving Drop Shipment	Solution shall support the receipt of drop shipments in stores through the use of mobile scanners or full screen
R5.16.0	Retail	End of Day	Solution shall provide end of day functionality in stores
R5.16.1	Retail	End of Day	Solution shall include end of day reports
R5.17.0	Retail	Instant Ticket Vending Machine (ITVM) End of Day	Solution shall allow for the manual entry of ITVM sales in POS based on report generated from ITVM at end of day
R5.17.1	Retail	Instant Ticket Vending Machine (ITVM) End of Day	Solution shall allow for ITVM cash to be added to POS drawer as part of the end of day process
R5.18.0	Retail	Lottery Instant Ticket (Receive, Redeem, Decommission)	Solution shall support the receipt, redemption and decommission of Lottery Instant Tickets
R5.18.1	Retail	Lottery Instant Ticket (Receive, Redeem, Decommission)	Solution shall allow for lottery ticket items to be inventoried
R5.18.2	Retail	Lottery Instant Ticket (Receive, Redeem, Decommission)	Solution shall allow for lottery ticket receiving to be done within the backoffice or on the POS
R5.19.0	Retail	Enter Cycle Counts (Daily)	Solution shall allow for daily incremental counts to be performed and entered once open cycle count work has been posted
R5.20.0	Retail	Online Lottery Redemptions	Solution shall support the barcode scan of a lottery item to bring up a SKU and price in POS transaction cart
R5.20.1	Retail	Online Lottery Redemptions	Solution shall support the redemption of lottery for use toward purchase in store
R5.20.2	Retail	Online Lottery Redemptions	Solution shall support the manual entry of the price for a lottery item
R5.21.0	Retail	Back Office Retail Inventory Management	Solution shall support the visibility of cross channel inventory
R5.21.1	Retail	Back Office Retail Inventory Management	Solution shall allow inventory to be visible to the retail user by the inventory unit of measure.
R5.21.2	Retail	Back Office Retail Inventory Management	Solution shall provide the ability for the retail user to view inventory by the base inventory dimensions configured by Vendor
R5.22.0	Retail	Retail Reporting	Solution shall include reporting features and reports available for retail reports identified during the requirements gathering process.
R6.0.0	Payments	MLO Interface (Enforcement fees)	Solution shall provide for a daily import into D365 of fees paid to the NHLC's Enforcement Division and entered in the MLO system

Required Business Process - Scope Content			
Requirement		Requirement Definition	
ID	NHLC Process Area	Business Process	Requirement Text
R6.1.0	Payments	Gift Card Payment	Solution shall allow for the use of external gift cards for payment in stores
R6.2.0	Payments	Credit Card Payments	Solution shall allow for the acceptance of all credit card types for payment. Third Part gift card integration shall be provided by 3rd party service provider.
R6.3.0	Payments	Cash Payments	Solution shall allow for cash payments in store
R6.4.0	Payments	ACH/e-Check Payment	Solution shall allow for the acceptance of ACH/e-check payments and integration of payments to NHFIRST
R6.5.0	Payments	Licensee Payment on Account	Solution shall allow for licensee payments on account if the licensee is enabled for on account payments
R6.6.0	Payments	Licensee Pre-Payment	Solution shall allow for the licensee prepayment at the POS or at headquarters
R6.7.0	Payments	Payment by Paper Check	Solution shall allow for paper check payments in store or at headquarters
R6.8.0	Payments	AR Returned Checks (Non-Sufficient Funds)	Solution shall support a manual process for managing checks returned unpaid for non-sufficient funds
R7.0.0	Integrations	MLO	Vendor shall implement the previously developed interfaces with the State's licensing solution (MLO) with necessary modifications. Analysis, testing and defect resolution shall be included.
R7.0.1	Integrations	MLO	Solution shall include the development of a vendor inbound integration with a cross-reference between vendor numbers (license numbers) and include check payments made to the NHLC's Enforcement Division
R7.1.0	Integrations	3PL (Manhattan)	Vendor shall implement the previously developed interfaces with the NHLC's third party logistics (3PL) warehouse with necessary modifications. Analysis, testing and defect resolution shall be included.
R7.2.0	Integrations	NH FIRST (Infor)	Vendor shall implement the previously developed interfaces with the State's financial system (NHFIRST) with necessary modifications. Analysis, testing and defect resolution shall be included
R7.3.0	Integrations	eCommerce (e4Commerce)	Vendor shall implement the previously developed interfaces with the NHLC's eCommerce solution (e4Commerce) with necessary modifications. Analysis, testing and defect resolution shall be included.
R7.3.1	Integrations	eCommerce (e4Commerce)	Vendor shall develop up to five new simple integrations with the NHLC's eCommerce solution
R7.4.0	Integrations	NABCA	Vendor shall implement the previously developed interfaces with the National Alcohol Beverage Control Association (NABCA) with necessary modifications. Analysis, testing and defect resolution shall be included
R7.5.0	Integrations	Payment Connector	Vendor shall implement a payment gateway and payment connector interface licensed to NHLC to integrate with the State's payment service provider (JP Morgan Chase)
R7.5.1	Integrations	Payment Connector	Solution shall include all necessary integrations between the payment connector and D365
R7.6.0	Integrations	Legacy POS	Vendor shall develop temporary bi-directional integrations with the NHLC legacy POS for use in keeping both D365 and the legacy systems current during rollout.
R7.7.0	Integrations	Electronic Shelf Tags (Jeggy)	Vendor shall develop an integration with Jeggy to send item, sale and price information from D365 to the NHLC's electronic shelf labels (ESLs)
R8.0.0	Invoice	Customer Invoicing	Solution shall support customer invoicing process from sales orders and free text invoices either directly or via batch
R8.0.1	Invoice	Customer Invoicing	Vendor shall develop a data entity to import free text invoices from Excel
R8.0.2	Invoice	Customer Invoicing	Solution shall allow for a manual upload of Marketing bill backs (coupons offered or promotions) and an import by NHLC Finance department
R8.0.3	Invoice	Customer Invoicing	Solution shall include print management configuration to email free text invoice document or print based on customer configuration
R8.1.0	Invoice	Vendor Invoicing	Solution shall support the purchase of liquor by manual entry of vendor invoices or use of base data management framework entities
R8.1.1	Invoice	Vendor Invoicing	Solution shall allow for the vendor invoice to be generated automatically for liquor purchase orders that are processed through the bailment solution
R8.1.2	Invoice	Vendor Invoicing	Solution shall allow for the pending vendor invoice to go through workflow for approval and posting
R8.1.3	Invoice	Vendor Invoicing	Solution shall allow for the manual entry of vendor invoices for special purchase orders for liquor
R8.1.4	Invoice	Vendor Invoicing	Solution shall allow for the manual entry of vendor invoices for special purchase orders for non-liquor products
R8.1.5	Invoice	Vendor Invoicing	Solution shall support invoice journals either manually or via the Excel add-in for non-liquor invoice not based on purchase order
R8.1.6	Invoice	Vendor Invoicing	Vendor shall train NHLC users on configuration and processing of workflow functionality
R8.2.0	Invoice	Broker Invoicing	Solution shall allow for manual entry of broker invoices or use of existing data management framework entities for broker invoicing
R8.2.1	Invoice	Broker Invoicing	Solution shall allow for the broker invoice to be generated automatically for purchase orders that are processed through the bailment solution
R8.2.2	Invoice	Broker Invoicing	Solution shall allow for the pending broker invoice to go through workflow for approval and posting
R8.2.3	Invoice	Broker Invoicing	Solution shall allow for the manual entry of broker invoices for special purchase orders
R8.2.4	Invoice	Broker Invoicing	Solution shall support invoice journals either manually or via the Excel add-in for broker invoice not based on purchase order
R8.2.5	Invoice	Broker Invoicing	Vendor shall train NHLC users on configuration and processing of workflow functionality
R9.0.0	Technical	Employee Setup (Position Changes)	Vendor shall configure functionality to support employee lifecycle management
R9.0.1	Technical	Employee Setup (Position Changes)	Solution shall allow for Jobs, Positions and Workers to be maintained via manual user input.
R9.0.2	Technical	Employee Setup (Position Changes)	Solution shall include an initial data migration of employee data leveraging existing data entities to import all Jobs, Positions and Workers that will be needed for cutover.
R9.0.3	Technical	Employee Setup (Position Changes)	Solution shall allow permission groups to be configured at the Job level, with the ability to update by worker
R9.0.4	Technical	Employee Setup (Position Changes)	Vendor shall implement retail permission groups
R9.0.5	Technical	Employee Setup (Position Changes)	Updates to Jobs, Positions, Worker, and Permission groups shall require distribution schedules to be run to populate the store's channel database.
R9.1.0	Technical	HO Roles and Responsibilities	Solution shall include the built-in security functionality to manage NHLC's requirements for roles and responsibilities by user group
R9.1.1	Technical	HO Roles and Responsibilities	Solution shall allow Security roles and responsibilities to be configured at the user group level
R9.1.2	Technical	HO Roles and Responsibilities	Vendor shall train NHLC identified resources to set up and make changes to security roles and responsibilities
R9.2.0	Technical	Store Assignments and Roles and Responsibilities	Solution shall include the setup of the permission groups for managing store role responsibilities

Required Business Process - Scope Content			
Requirement		Requirement Definition	
ID	NHLC Process Area	Business Process	Requirement Text
R9.2.1	Technical	Store Assignments and Roles and Responsibilities	Solution shall include the use of employee address books to manage store assignments
R9.3.0	Technical	Warehouse Assignments and Roles and Responsibilities	Solution shall support the manual creation of warehouse workers to be assigned to use the WMS application in specified warehouses
R9.3.1	Technical	Warehouse Assignments and Roles and Responsibilities	Solution shall support the restriction of roles and responsibilities of warehouse workers via mobile device screen layouts that will need to be configured and managed by an end user
R10.0.0	Setup	New Location Store Setup	Solution shall support and vendor shall include training for the end user creation and maintenance of new and existing retail stores through retail store configuration
R10.1.0	Setup	Licensee Account Setup	Solution shall support licensee account setup via an integration from MLO
R10.1.1	Setup	Licensee Account Setup	Solution shall support and vendor shall include training for end user maintenance of existing licensee accounts
R10.2.0	Setup	Vendor/Broker Setup	Solution shall support manual setup of the vendor record
R10.2.1	Setup	Vendor/Broker Setup	Solution shall include the import of vendor records from NHFIRST and MLO via the Data management framework with a cross reference to link the vendor records from each system
R10.3.0	Setup	Retail Product Submission	Vendor shall work with the NHLC's eCommerce vendor, Evenica, to ensure the necessary mappings are in place to support retail product submissions
R10.3.1	Setup	Retail Product Submission	Product/Category images shall be stored in the Azure cloud and require specific naming. Vendor shall be responsible for providing and configuring a media template for product images and category images.
R10.4.0	Setup	Order Assortment	Vendor shall set up a maximum of five (5) retail order assortments to align with the clusters defined by NHLC to limit what products the retail store can order
R10.4.1	Setup	Order Assortment	Solution shall provide the ability for the NHLC to create additional assortments and maintain existing assortments
R10.5.0	Setup	Stores Adjust Absolute Values	Solution shall provide for adjustments to absolute values in stores by product by warehouse through the back office
R10.6.0	Setup	Program and Categories Matrix	Solution shall support the NHLC's program and categories matrix
R10.7.0	Setup	Retail Product Updates	Solution shall allow for the manual update of retail products
R10.8.0	Setup	Retail Hierarchy	Vendor shall configure one retail hierarchy by region. All retail channels shall roll-up to defined structure outlined by NHLC.
R10.9.0	Setup	Promotional Calendar Setup	Solution shall support the manual configuration of necessary pricing and promotions with respect to the promotional calendar outlined by NHLC
R10.9.1	Setup	Promotional Calendar Setup	Solution shall allow for the ability to define effective dates for pricing and promotions
R10.10.0	Setup	Fiscal Calendar Setup	Solution shall include the setup of Fiscal Calendar
R10.11.0	Setup	Depletion Allowance (DA)	Vendor shall implement the previously designed solution for Depletion Allowance (DA) with necessary modifications. Modifications include support for Vendor's bailment solution. Analysis, development, testing and defect resolution shall be included.
R10.12.0	Setup	Pricing Setup	Vendor shall implement the previously designed solution for pricing with necessary modifications. Analysis, development, testing and defect resolution shall be included.
R10.13.0	Setup	Pricing Matrix	Vendor shall implement the previously designed solution for pricing with necessary modifications. Analysis, development, testing and defect resolution shall be included.
R10.14.0	Setup	Coupons	Solution shall allow for the manual creation and maintenance of coupons
R10.15.0	Setup	Floor Stock Adjustments	Solution shall support floor stock adjustments
R10.16.0	Setup	Broker Special Purchase Allowance (SPA)	Vendor shall implement the previously designed solution for broker special purchase allowances (SPAs) with necessary modifications. The modifications shall include incorporating Vendor's bailment solution. Analysis, development, testing and defect resolution shall be included.
R10.16.1	Setup	Broker Special Purchase Allowance (SPA)	Solution shall include an integration of broker rebate data from the NHLC's eCommerce solution using existing entities
R10.17.0	Setup	Vendor Special Purchase Allowance (SPA)	Vendor shall implement the previously designed solution for vendor special purchase allowances (SPAs) with necessary modifications. The modifications shall include incorporating Vendor's bailment solution. Analysis, development, testing and defect resolution shall be included.
R10.17.1	Setup	Vendor Special Purchase Allowance (SPA)	Solution shall include an integration of vendor rebate data from the NHLC's eCommerce solution using existing entities
R10.18.0	Setup	Store Ordering Schedule	Solution shall utilize calendars (assigned to Store's warehouse) to create and maintain ordering schedule in conjunction with Store Replenishment mod and base Master Planning
R10.19.0	Setup	Product Restrictions by Customer/Licensee Type	Solution shall allow the NHLC to restrict the sale of product by license or customer type
R10.20.0	Setup	Broker Stock - 3PL Integration	Solution shall allow the NHLC to have visibility into broker stock levels at the 3PL warehouse
R10.21.0	Setup	Customer Licensee Setup (payment options/tender restrictions)	Solution shall allow the NHLC to set up and modify customer and licensee accounts, and set restrictions on payment options and acceptable tender type by individual licensee
R10.22.0	Setup	Customer Licensee Pre-Pay on Account	Solution shall support licensee payments on account if the licensee is approved for "on account" method of payment
R10.22.1	Setup	Customer Licensee Pre-Pay on Account	Solution shall allow licensees and named customers to pre-pay on their account with the NHLC at the POS or at headquarters
R10.23.0	Setup	Refund Type Matrix	Vendor shall develop a return policy to support the refund type matrix provided by the NHLC
R10.24.0	Setup	Pricing Updates	Vendor shall implement the previously designed solution for pricing with necessary modifications. Analysis, development, testing and defect resolution shall be included.
R10.25.0	Setup	Payment Type Matrix	Solution shall support the pricing type matrix provided by the NHLC
R10.25.1	Setup	Payment Type Matrix	Solution shall allow for the restriction of methods of payment by customer or licensee
R10.25.2	Setup	Payment Type Matrix	Solution shall include a soft stop at the POS to alert the cashier that IRS Form 8300 must be completed for cash payments of $10,000 or more
R10.26.0	Setup	Revolving Fund/Change Fund setup	Solution shall support the ability to manage a change fund in stores
R10.26.1	Setup	Revolving Fund/Change Fund setup	Solution shall allow change fund to be maintained by store personnel
R10.26.2	Setup	Revolving Fund/Change Fund setup	Vendor shall configure safes in stores and enable safe management functionality in stores
R10.26.3	Setup	Revolving Fund/Change Fund setup	Solution shall support float operations and till loan operations to break change/add change to cash drawer
R10.27.0	Setup	Loyalty Program	Solution shall include the loyalty program functionality
R10.28.0	Setup	Feeder Availability	Solution shall allow for a product to be identified as available by the bottle or sub-pack
R10.29.0	Setup	Virtual Stores	Solution shall allow for the set up virtual stores to hold inventory to be offered for sale at NHLC events
R10.30.0	Setup	Allocations	Solution shall allow for the manual entry and import of allocations data from the NHLC eCommerce solution using the data management framework

Required Business Process - Scope Content			
Requirement		Requirement Definition	
ID	NHLC Process Area	Business Process	Requirement Text
R10.31.0	Setup	Erroneous Pack Shipments	Solution shall support a manual business process to properly reflect changes of an item with case size that were received in to the system prior to the master data being updated, either through new item setup or adjustment of inventory out with the incorrect pack size and receiving correctly so that inventory quantities are properly stated
R10.32.0	Setup	Store Relocations	Solution shall allow for the update of store information based on store relocation
R10.33.0	Setup	Store Info Updates	Solution shall support store info updates through back office data maintenance by an end user
R10.33.1	Setup	Store Info Updates	Solution shall support the distribution of store data to retail channels through retail distribution schedules
R10.34.0	Setup	Workflow Setup	Vendor shall provide training to NHLC resources on the proper steps to follow for workflow creation and adjustments
R10.35.0	Setup	Promotions	Solution shall support promotions through discount/promotions
R10.35.1	Setup	Promotions	Solution shall allow for the issuance of promo cards with expiration date for purchase over an amount established by the NHLC and with NHLC-established restrictions
R10.35.2	Setup	Promotions	Promo card activation effective dates shall be managed in third party giftcard system
R10.36.0	Setup	POS Display	Vendor shall configure one visual profile to display any brand imaging on POS splash (home) screen as defined by NHLC
R10.36.1	Setup	POS Display	Vendor shall configure one screen layout for all users in stores
R10.36.2	Setup	POS Display	The POS screen layout design requirements will be a joint effort with NHLC and BHS during the Design Phase of the project
R10.37.0	Setup	Retail Receipt	Vendor shall support the setup of receipt formats
R10.37.1	Setup	Retail Receipt	Vendor shall support receipt printing
R10.38.2	Setup	Retail Receipt	NHLC shall provide a detailed list of receipts that print in stores by transaction type along with examples to Vendor during the requirements gathering process
R10.39.0	Setup	Sales Tax	Vendor shall support sales tax configuration and setup
R11.0.0	Auditing	3PL Transportation and Warehouse Billing	Solution shall include base reports and inquiries of transaction details for the auditing of 3PL transportation and warehouse billing
R11.1.0	Auditing	3PL Inventory Counts Integration	Solution shall support the upload of Excel files from DHL to be consumed into Power BI to support 3PL inventory counts auditing functions
R11.2.0	Auditing	Monthly Enforcement Fee Reconciliation	Solution shall include Reports and data analytics with Power BI to support monthly enforcement fee reconciliation. Vendor shall train NHLC on PowerBI and NHLC will create reports.
R11.3.0	Auditing	Wholesale Shipments Reconciliation	Solution shall support the upload of Excel files from DHL to be consumed into Power BI to support 3PL wholesale shipments reconciliation. Vendor shall train NHLC on PowerBI and NHLC will create reports.
R11.4.0	Auditing	Direct Shipment Reconciliation	Solution shall support the upload of Excel files from DHL to be consumed into Power BI to support 3PL direct shipment reconciliation. Vendor shall train NHLC on PowerBI and NHLC will create reports.
R11.5.0	Auditing	3PL Inventory Reconciliation	Solution shall support the upload of Excel files from DHL to be consumed into Power BI to support 3PL reconciliation. Vendor shall train NHLC on PowerBI and NHLC will create reports
R11.6.0	Auditing	Define Cycle Counts	Solution shall allow for cycle counts to be defined by users at HQ using the incremental cycle count process
R11.6.1	Auditing	Define Cycle Counts	Solution shall allow for the cycle counting of inventory in several locations within a store on a mobile scanner and provide for the automatic aggregation of counts once counting is finished
R11.7.0	Auditing	Define Inventory Counts	Solution shall allow for inventory counts to be defined by users at HQ using the incremental cycle count process
R11.7.1	Auditing	Define Inventory Counts	Solution shall allow for the counting of inventory in several locations within a store on a mobile scanner and provide for the automatic aggregation of counts once counting is finished
R11.8.0	Auditing	Inventory Count Reporting	Solution shall allow for aggregated counts to be reviewed, approved or rejected on a per item basis
R11.8.1	Auditing	Inventory Count Reporting	Solution shall include reports and data analytics with Power BI to support Inventory Count Reporting. Vendor shall train NHLC on PowerBI and NHLC will create reports.
R11.9.0	Auditing	Define Post-Inventory Cycle Counts	Solution shall allow for non-matching counts from a full inventory count to be added to a cycle count
R11.10.0	Auditing	Inventory Cycle Count Reporting	Solution shall allow for aggregated counts to be reviewed, approved or rejected on a per item basis. Data shall be available for upload to Power BI. Vendor shall train NHLC on PowerBI and NHLC will create reports.
R11.11.0	Auditing	Inventory Cycle Count Full View of Reporting	Solution shall include reports and data analytics with PowerBI. Vendor shall train NHLC on PowerBI and NHLC will create reports.
R11.12.0	Auditing	Cycle Inventory Adjustment	Solution shall allow for the posting of inventory adjustments to base cycle count journals
R11.13.0	Auditing	Inventory Adjustment	Solution shall include Inventory Adjustments and Movement Journals to allow for inventory adjustments
R11.14.0	Auditing	3PL Shipping and Receiving Reconciliation	Solution shall support the upload of Excel files from DHL to be consumed into Power BI to support 3PL shipping and receiving reconciliation. Vendor shall train NHLC on PowerBI and NHLC will create reports.
R11.15.0	Auditing	Counting Shipment/Transfer Holds	Solution shall provide tracking of inventory movement to allow the NHLC to prevent inventory counting while inventory is in-transit
R12.0.0	Purchasing	Stock Transfers	Solution shall include base transfer order functionality to allow for stock transfers between warehouses to be managed from the POS or WMS application
R12.1.0	Purchasing	Bailment Invoice (Formerly "Blanket Purchase Order")	Solution shall allow for bailment invoice generation which aggregate transfers from vendor stock to NHLC stores and warehouse
R12.1.1	Purchasing	Bailment Invoice (Formerly "Blanket Purchase Order")	Solution shall aggregate purchase order receipts into the NHLC warehouse and include these with bailment invoice purchases
R12.1.2	Purchasing	Bailment Invoice (Formerly "Blanket Purchase Order")	Solution shall support one purchase price per product per bailment period
R12.2.0	Purchasing	Purchase Order	Solution shall allow for purchase orders that are processed through the bailment solution to be automatically generated
R12.2.1	Purchasing	Purchase Order	Solution shall allow for special purchase orders for liquor to be processed manually
R12.2.2	Purchasing	Purchase Order	Solution shall allow for purchase orders for non-liquor items to be processed manually or via a purchase requisition
R13.0.0	Sale	Payment Methods	Solution shall include base payment methods functionality in AR and Retail functionality
R13.0.1	Sale	Payment Methods	Vendor shall implement the previously designed payment matrix enhancement with necessary modifications. Analysis, development, testing and defect resolution shall be included.
R13.1.0	Sale	Special Purchase Orders	Solution shall include purchase order functionality and workflows
R13.1.1	Sale	Special Purchase Orders	Solution shall allow for EZPass sales to be managed via base special purchase order business process flow as provided by the NHLC
R13.2.0	Sale	Special Retail Customer Orders	Solution shall allow for the creation of special customer order for existing items to create the demand for the item at the requesting warehouse
R13.2.1	Sale	Special Retail Customer Orders	Non-existing item orders shall be handled outside the system through communication to procurement team with item specifications
R13.3.0	Sale	Keg Book Issuance	Solution shall allow for the management of the inventory (serialization) and issuance of keg books

Required Business Process - Scope Content			
Requirement		Requirement Definition	
ID	NHLC Process Area	Business Process	Requirement Text
R13.4.0	Sale	Retail Store Sales Transactions	Solution shall support customer orders and cash and carry sales in stores with the base sales transaction functionality
R13.5.0	Sale	Licensee Payment Methods	Solution shall provide the ability to restrict methods of payment by licensee
R13.6.0	Sale	Online Order Pickup	Solution shall support the ability to lookup and invoice ecommerce created sales orders in store on POS
R13.6.1	Sale	Online Order Pickup	Solution shall include an integration of online orders from the NHLC's eCommerce solution to D365
R13.7.0	Sale	Retail Online Order Direct Delivery	Solution shall include an integration from Evenica to D365 to track order information
R13.7.1	Sale	Retail Online Order Direct Delivery	Solution shall include an outbound integration from D365 to 3PL warehouse for picking and fulfillment
R13.7.2	Sale	Retail Online Order Direct Delivery	Solution shall include an inbound integration for order updates from 3PL warehouse to D365
R13.8.0	Sale	Promo Card Activation	Solution shall allow for promo cards to be inventoried
R13.8.1	Sale	Promo Card Activation	Solution shall allow for promo cards to be entered as a transactional line on the POS and balances to be visible on POS
R13.8.2	Sale	Promo Card Activation	Solution shall allow for the activation of 3rd party promo cards at the POS
R13.9.0	Sale	Online Lottery & Gift Card Sales (Price Determined at Time of Sale)	Solution shall support the sale in stores of online lottery tickets (generated from 3rd party system) and NHLC gift cards where price is determined at time of sale
R13.10.0	Sale	Licensee In Store Purchase/Order	Solution shall allow for the use of customer orders and cash and carry sales to named and unnamed customers
R13.11.0	Sale	Licensee Online Purchase	Solution shall include an inbound integration of all licensee online sales from the NHLC's eCommerce solution to D365
R13.11.1	Sale	Licensee Online Purchase	Solution shall allow the ability to recall an online licensee order at the POS
R14.0.0	Warehouse	Warehouse Receiving (NHLC Warehouse)	Solution shall allow for receiving into the NHLC warehouse to be done manually from the D365 PO screen based on non-system documentation from the warehouse
R14.0.1	Warehouse	Warehouse Receiving (Stores)	Solution shall allow for receiving into NHLC stores to be executed via WMS processes into a back of store location
R14.1.0	Warehouse	Warehouse Invoicing (3PL)	Solution shall include a 3PL warehouse integration which shall drive distribution center shipping and invoicing
R14.1.1	Warehouse	Warehouse Invoicing (NHLC)	Solution shall allow for NHLC warehouse invoicing to be manually run or run in batch based on what is ship confirmed each day
R14.2.0	Warehouse	Warehouse Picking & Shipping (3PL)	Solution shall include a 3PL integration which shall drive distribution center shipping
R14.2.1	Warehouse	Warehouse Picking & Shipping (NHLC)	Solution shall include a modification to house primary pick locations for each item in the NHLC warehouse
R14.2.2	Warehouse	Warehouse Picking & Shipping (NHLC)	Solution shall allow labels and picksheets to be printed for each order
R14.2.3	Warehouse	Warehouse Picking & Shipping (NHLC)	Solution shall allow each sales order to be manually picked, packed and shipped
R14.3.0	Warehouse	Warehouse Label Reprinting	Solution shall allow for the printing of brandcode labels for unlabeled product on the NHLC-owned Zebra printers
R14.4.0	Warehouse	Saleable Breakage	Solution shall support return locations in stores and NHLC warehouse that can be configured as saleable or non-saleable
R14.4.1	Warehouse	Saleable Breakage	Solution shall allow for the maintenance of nonsaleable locations to be handed through the back office inventory management module or WMS application in store
R14.5.0	Warehouse	Enter Cycle Counts (Stores)	Solution shall include an incremental cycle counting modification to allow for the counting, aggregation, and entry of counts on mobile scanners in stores
R14.5.1	Warehouse	Enter Cycle Counts (NHLC Warehouse)	Solution shall allow cycle counting in NHLC warehouse to be done via the physical count capability
R14.6.0	Warehouse	Warehouse Inventory Movement	Solution shall allow for the tracking of inventory movement within the NHLC warehouse
R14.7.0	Warehouse	Bailment	Vendor shall provide a single company solution with multiple warehouses. Solution shall allow for a flag to identify the 3PL warehouse as the bailment warehouse location and NHLC stores and NHLC warehouse as non-bailment locations
R14.7.1	Warehouse	Bailment	All inventory in NHLC stores and in the NHLC warehouse shall be viewable as state owned inventory
R14.7.2	Warehouse	Bailment	Solution shall allow the NHLC to view state-owned inventory at the 3PL warehouse
R14.7.3	Warehouse	Bailment	Solution shall allow bailment invoice generation to aggregate transfers from the DHL warehouse to stores and the NHLC warehouse, along with purchase order receipts into the NHLC warehouse and shall include these in the bailment invoice purchases section of D365
R14.7.4	Warehouse	Bailment	Solution shall support a single purchase price per product per bailment period which shall be populated on the bailment invoice in the purchases section and multiplied by total quantity of product purchased to calculate how much the NHLC owes the vendor for that period
R15.0.0	Order	Retail Store Add on Order	Solution shall support retail store add on orders by leveraging transfer orders
R15.1.0	Order	HQ Forced Order	Solution shall support HQ forced orders with functionality through the use of transfer orders or a buyer's push
R15.2.0	Order	Auto Replenishment Store Orders	Solution shall include MRP factor maintenance planning to meet the auto replenishment store orders business process
R15.3.0	Order	MRP Factor Maintenance Planning	Solution shall support an automated calculation of Min/Max coverage groups thru a batch job. The calculation shall be able to be done for groups of stores.
R15.3.1	Order	MRP Factor Maintenance Planning	Solution shall support manually assigning a Min/Max coverage group.
R15.3.1	Order	MRP Factor Maintenance Planning	Solution shall support product velocity for a group of items which gives NHLC the capability to influence the amount of inventory on hand at a store.
R15.3.1	Order	MRP Factor Maintenance Planning	Solution shall support a replenish report that gives an overview of information used to create planned orders, show if an item has been sold in last 30 or 60 days, displays sales per week in cases to help ensure optimal store on hand inventory.
R15.4.0	Order	3PL Saleable Breakage Order	Solution shall allow for NHLC HQ to place order for inventory in the saleable breakage location in 3PL warehouse
R15.5.0	Order	Licensee Order for Pickup in Store	Solution shall support orders from bailment distribution warehouse (DC) to named customers for pick up in NHLC store
R15.5.1	Order	Licensee Order for Pickup in Store	Solution shall support orders from store inventory to named customers for pick up in NHLC store
R15.6.0	Order	Licensee Order for Pickup at 3PL Warehouse	Solution shall support direct selling from 3PL warehouse to named customers

Appendix A - Enhancements & Conversions

NHLC Category	Type	Task	Note
D365	Enhancement	Floor Planning	
D365	Enhancement	Disable User Locations at POS for store	
D365	Enhancement	Environment refresh automation	Delete all offline databases, clears the EFT hardware profiles (env specific information), Don't need to include the RSSU DBs if NH is using RCSU topology
D365	Enhancement	Date field on Item status (allocated, delisted)	Sometimes an item is delisted for a specified time that needs to be tracked before moving to discontinued.
D365	Reporting	Evaluate data from payroll source and integrate to Data Lake on continuous basis	Related to overall topic of BI Data & Reporting framework project; without Data Lake, this can be done with Power BI
PowerBI	Project	Defined Azure framework, Data Lake build, ETLs, historical transactions	This project is strategic and will provide value to NHLC from an overall reporting standpoint and was to be the home of the extended history data that NHLC has requested access to (10 years).
D365	Conversion	Item Attributes	
D365	Conversion	Store Attribute Conversion	
D365	Conversion	Items	
D365	Conversion	Retail Hierarchy - Alternative Hierarchies	
D365	Conversion	Load NHLC Custom Pricing and Promotions Data	
D365	Conversion	Customer	Licensee / Non Licenses / Brokers
D365	Conversion	Warehousing Functional Flow	
D365	Conversion	Vendor	
D365	Conversion	Inventory Levels	
D365	Conversion	Items - Min/Max	
D365	Conversion	Vendor Invoices (Open)	NHLC Key
D365	Conversion	Purchase Requisitions (Open)	NHLC Key
D365	Conversion	Purchase Orders (Open)	NHLC Key
D365	Conversion	AR Payments (Open)	NHLC Key
D365	Conversion	Returns (Open)	NHLC Key
D365	Conversion	Sales Orders (Open)	NHLC Key
D365	Conversion	AR Invoices (Open)	

D365	Conversion	Ledger - Balances (2 Years)	8 Years - Already loadNeed to validate and get into New Golden Config. Already Load / Offset Golden Config and assets
D365	Conversion	Items - Bar Codes	
D365	Conversion	Retail Hierarchy	
D365	Conversion	Retail Promotions	
D365	Conversion	Registers	
D365	Conversion	Stores	
D365	Conversion	Items - Customer Item Numbers	
D365	Conversion	Items - Vendor Item Numbers	
D365	Conversion	Ledger - Budgets (2 Years)	8 Years - Already Load / Offset Golden Config and assets
D365	Conversion	Ledger - Chart of Accounts	Already Loaded - Need to validate / Offset Golden Config and assets
D365	Conversion	Warehouse and Locations	
D365	Conversion	Financial Dimensions	Already Loaded - Need to validate / Offset Golden Config / and assets
D365	Conversion	Employee's (Position and/or Job)	Client Key
D365	Conversion	Checks (Open)	NHLC Key
D365	Conversion	Global Address Book (Vendors, Customers, Alt Address, Contacts)	
D365	Conversion	Zip Codes - Canada	Already Loaded
D365	Conversion	Zip Codes - US	Already Loaded
D365	Conversion	Vendor Addresses (Remit, Invoice, etc.)	
D365	Conversion	Vendor Contacts	
D365	Conversion	Customer Address (Ship To, Bill To, est.)	
D365	Conversion	Customer Contacts	
D365	Enhancement	Program & Categories Matrix, Cost+ Mod	Will require a mod based on 600 items from all over that need to be repriced. The existing AlfaPeople modification will be leveraged. The hours won't change as the existing solution appears to still have gaps. And the bailment solution is very different than the one from proposed. Also 'price layers' that were not in the AlfaPeople design. This may inflate the number
D365	Enhancement	Bailment	
D365	Enhancement	Issue promo cards with purchase	New functionality not included in original scope document definition
D365	Enhancement	Bailment	New functionality not included in original scope document definition
D365	Enhancement	MRP	
D365	Enhancement	Shelf Labels	
D365	Enhancement	Incremental Cycle Count	

D365	Enhancement	Track contacts at MPOS for pickup	Contact records on customer record are display fields on customer form on MPOS. There is flag to denote active buyers. Cannot be edited on MPOS. No tracking in FDD. The base process DOES NOT track who actually picked up. We can modify their code to allow tracking
D365	Enhancement	SPA - DA	Special purchase/Depletion allowance (SPA/DA). AlfaPeople mod looks like it can be reused. Hours are for debugging as status is reported as Complete With Issue by NHLC. Only looking at POs currently. Needs to include inventory transfer orders as well.
D365	Enhancement	Integrations	Evenica Vendor Portal Endpoints
D365	Enhancement	Purchase Restriction	
D365	Enhancement	Incremental cycle counting	
D365	Enhancement	New Attributes	
D365	Enhancement	License in Stores Returns	BHS will need to allocate time for development for a customer return policy in store to support the approvals needed for cash balance returns for transactions that must require manager approvals. Reference refund type matrix diagram provided by Alpha People. BHS will support a return with and without a receipt. This will be a policy that is managed in store by store personnel. BHS will support return locations by selection from return reason code to mark the returnable inventory as sellable or non-sellable in store. *Assumption – any return that would deplete the operating cash balance of the store would require approval from back office and be managed through back office ERP. This would also account for any licensee foreclosure scenario as well.
D365	Enhancement	21 and bottle count static mod	Ensures age requirements for Alcohol, Tobacco and Lottery. Also, show the quantity of items purchase (excluding returns) on the transaction screen in MPOS BHS - the only mod here should be the total field showing bottles sold and excluding returns Date+Bottle Count Display, bottle qty needs to display.
D365	Enhancement	Test markets	Boolean on item master used in assortment logic
D365	Enhancement	Determining lowest price for Item in last 90 days	New functionality not included in original scope document definition
D365	Enhancement	Product Restrictions by Customer / Licensee Type	
D365	Enhancement	Broker Stock - 3PL Integration	
D365	Enhancement	Customer Licensee Setup (Payment options/tender restrictions)	
D365	Enhancement	MRP Factor maintenance planning	
D365	Enhancement	Concord warehouse picking	
D365	Enhancement	Turnover Rates of On Hand Inventory	
D365	Enhancement	Allowance Offer	

D365	Enhancement	New Attributes	
D365	Enhancement	Refund Type Matrix	BHS will develop a return policy to support the refund type matrix.
D365	Enhancement	Payment Methods	Will utilize base Payment Methods functionality in AR and Retail and Commerce modules unless specified below. BHS will use the Payment matrix modification completed and marked as complete by AP with the assumption that the Tender Type by Product Class works as designed. BHS will need to develop the capability to restrict certain methods of payment to specific customer types.
D365	Enhancement	Licensee Payment Methods	BHS to allocate time to an enhancement to restrict methods of payment by licensee type
D365	Enhancement	Coupons cost of goods sold	Floor discounting limit - Coupons cannot bring price down below COGS (this is buffer COGS, not true COGS). There is an AlphaPPL mod for parameters form which calcs this floor vs the true COGS. "Create custom Coupon Receipt Format Create custom fields to add to receipt designer Custom Coupon lookup operation on POS with custom form showing valid coupons and a print option COGS field on Coupon receipt - When a coupon is scanned for a POS transaction, POS will validate whether the discount amount has exceeded the threshold of the MSRP for the sold product(s). If yes, user is prompted with error message 'Coupon XXXXX cannot be applied due to invalid discount amount'. "
D365	Enhancement	Customer type Tender restriction	Restrict method of payment by Customer and license type. Will use AlfaPPL mod. We did diff way at AABC (each method of paym had attribute vs AlfaPPL creating a table to restrict by license type groups). Alfa says its done. Mod resuse play. FDD-R006 has notes about this.
D365	Enhancement	Coupon on Receipt and Prohibit Coupon exceeding COG	
D365	Enhancement	Tender Type by Product Class	Custom tender type restrictions > can associate methods of payment to the restriction group. Assign restriction group to item group. Updates moved to channel DB in 1040 dist. job
D365	Enhancement	Transaction Ceiling	info code prompts on POS when $10,000 cash subtotal is reached. Asks cashier to suspend transaction, have customer fill out 8300 form, resume transaction and tender sale.
D365	Enhancement	MRP and Replenishment Min Max Form Security	
D365	Enhancement	Product Manager	
D365	Enhancement	Cancel sales/transfer backorder qty	
D365	Enhancement	Claim Management	
D365	Enhancement	Testers and Samplers	
D365	Enhancement	WHS Outbound Carrier Tracking Number and Pickup Time	
D365	Enhancement	SPA - DA	New functionality not included in original scope document definition

D365	Enhancement	Vendor Lookup	This is a streamlining mod - Used to help with the item setup creation and prevent NH from navigating to two diff forms to enter data. ROI play
D365	Enhancement	Not seeing Delisted items in store	This is the automation of the removal of delisted/inactive items on 'All' Assortment - Streamlining
D365	Enhancement	Print Coupons triggered by product sale	If you sell an item that has an active coupon, the custom coupon receipt will print following tender of sales transaction
D365	Enhancement	Store specific Messages	This is a parm field added to 1 receipt format. Each store has a message field on the retail store table that can store a custom store message that get's passed to the parm field on receipt format.
D365	Enhancement	Social Media	
D365	Enhancement	Event Planning	
D365	Enhancement	Email Template Management	
D365	Enhancement	EmailText Promotions	
D365	Enhancement	Email Analytics	
D365	Enhancement	Transactional Marketing	
D365	Enhancement	Promotions Coupons	
D365	Enhancement	Training and Enforcement	
D365	Installation	Pilot store/Test POS Instance	
D365	Integration	NABCA	Licensee outbound, Store addresses outbound, Account level sales outbound, Account level purchases outbound, Account level shipments outbound, Warehouse inventory outbound, Store inventory outbound, Vendor outbound, Broker outbound, Transfer (out of control) outbound, Control (sales) outbound
D365	Integration	Legacy POS System	This is retail sales transactions ONLY. Items - Dynamics > LEGACY, Customers - Dynamics < LEGACY, Sales Orders: Dynamics <> LEGACY, Purchase Replenishment -Dynamics < LEGACY, Store Financial Receipts - Dynamics < X Store, Inventory Adjustments: Dynamics <> X Store
D365	Integration	NH First	GL export outbound, Payment voucher inbound, Budget import inbound, AP invoice match outbound, GL trans import inbound, Cash book export outbound, AP non match - invoice outbound, AP non match - distribution outbound, Vendor import inbound
D365	Integration	DHL	Sales order outbound, Transfer order outbound, Products outbound, Vendors outbound, Sales order shipment detail inbound, Purchase order confirmation detail inbound, Inventory snapshot inbound, Receipt confirmation inbound

D365	Integration	Evenica - Ecommerce	Sales orders inbound, Customers inbound, Addresses inbound, Customer accounts outbound, Customer addresses outbound, Customer balances outbound, Customer groups outbound, Products outbound, Pricing outbound, Inventory outbound, Invoices outbound, AR outbound, Orders - retail outbound, Reserves outbound
D365	Integration	D365 Sales	Sales (invoices) to customers with loyalty info outbound Products create/update outbound Transfer orders outbound
D365	Integration	Integration updates to include basic cross-reference capabilities to eliminate duplication in D365; additionally add check payments to the integration (credit card payments currently developed)	New functionality not included in original scope document definition
D365	Integration	Evenica functional data mapping assistance + development	Additional assistance estimated with Evenica
D365	Integration	Legacy POS	Retail transactions inbound
D365	Integration	M-LO	Vendor inbound Customer inbound
D365	Integration	ImagoTag	Item information/Price information

BLUE HORSESHOE

Certificate of Authority

The undersigned Chris Cason, being a/the duly elected, qualified and acting President of Blue Horseshoe Solutions, INC, an Indiana Corporation (referred to in this Certificate as "the Company"),

Does Hereby Certify:

1. That the following person(s) has/have been and is/are duly authorized by the Company to execute all documents necessary to effectuate the binding contracts on behalf of the Company.

NAME: Kevin Paul OFFICE: Chief Sales Officer

Signature Date: 6/12/20

This Certificate of Authorization is Valid for 30 days from the date of execution and certifies that Kevin Paul held this Authorization on June 12th, 2020.

In Witness Whereof, the undersigned has executed this Certificate this 12 day of June in the year 2020

STATE OF INDIANA, COUNTY OF

On the 12 day of June in the year 2020 before me, the undersigned, personally appeared

Chris Cason, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Theresa Brant

THERESA BRANT
Notary Public - Seal
Hamilton County - State of Indiana
Commission Number NP0630557
My Commission Expires Dec 16, 2027

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLUE HORSESHOE SOLUTIONS INC is a Indiana Profit Corporation registered to transact business in New Hampshire on June 09, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **843845**
Certificate Number : **0004928020**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **9th** day of **June** A.D. **2020.**

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant Group Inc-Indianapolis
10401 N. Meridian Street
Suite 200
Indianapolis IN 46290

CONTACT NAME: Adam Reiff
PHONE (A/C, No, Ext): 800-678-0361 FAX (A/C, No): 317-817-5151
E-MAIL ADDRESS: adam.reiff@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Federal Insurance Company	20281
INSURER C: ACE American Insurance Co	22667
INSURER D: Great Northern Insurance Co	20303
INSURER E: Argonaut Insurance Co	19801
INSURER F: Brick Street Mutual Ins Co	12372

INSURED BLUEH-1
Blue Horseshoe Solutions
Monica Bolt
11939 N. Meridian Street
Suite 300
Carmel IN 46032

COVERAGES **CERTIFICATE NUMBER:** 1263593802 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			3590-38-73	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			7359-60-86	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7389-28-76	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 928578735294 WCS3004171	1/1/2020 1/1/2020	1/1/2021 1/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	COMMERCIAL CRIME			425498197	12/3/2017	1/1/2021	5K Ded	500,000
C	PROFESSIONAL LIABILITY			EON G25594228 008	7/19/2019	7/19/2020	50K Ded	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Liquor Commission
50 Storrs Street
PO Box 503
Concord, NH 03302-0503

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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