



**STATE OF NEW HAMPSHIRE  
REQUEST FOR PROPOSALS  
RFP ADDENDUM #1**

<b>RFP NUMBER AND TITLE:</b>	RFP NHJB 2023-07 Statistical Analysis of Domestic Violence and Diversity & Inclusion Data in the NH Court System
<b>AMENDMENT DATE:</b>	July 5, 2023
<b>PROPOSAL DUE DATE:</b>	July 21, 2023, 11:59 PM
<b>RFP ISSUED BY:</b>	State of New Hampshire Judicial Branch Administrative Office of the Courts
<b>Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.</b>	

**Provided below are submitted written questions received and the NHJB’s answers**

Question #	Question	Answer
1.	<p>Part 1, section 2, page 4, and again on page 21:</p> <ol style="list-style-type: none"> <li>1. What does it entail?</li> <li>2. Which format(s) should it be in?</li> <li>3. Where will it be stored?</li> <li>4. Who will maintain it over time?</li> </ol>	<p>(1) and (2) The NHJB seeks proposals that explain how they intend to provide services to address the business needs described in Part 1, Section 2.</p> <p>(3) and (4) Bidders are not expected to build the data repository within the scope of this project. The requirement is to provide expert recommendations on how NHJB and NHDOJ should develop a statewide data repository system.</p>
2.	<p>Page 3, Partnership with the NH Department of Justice Statistical Analysis Center</p> <ol style="list-style-type: none"> <li>1. A stated goal of the project is to “enable the NH SAC to build capacity.” What type of capacity would the NH SAC like to build?</li> <li>2. Does the NH SAC currently utilize statistical analysis software? If yes, which statistical analysis software does the SAC use?</li> </ol>	<ol style="list-style-type: none"> <li>1. To build capacity for data management. NH SAC is in the beginning stages of building a Statistical Analysis Center. This is a first step in that process .</li> <li>2. No</li> </ol>
3.	<p>Page 5, Part 4: Proposal Submission Requirements, Deadline, and Location Instructions</p>	<p>There is no page limit for the proposal.</p>

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	1. Is there an expected page limit for the proposal?	
4.	Page 9, Section 9 – Project Management Approach, If the vendor proposes stakeholder meetings and presentations, may the meetings be conducted exclusively virtually, should they be held in person, or will a hybrid approach be considered?	Some meetings may be required to be in person. Hence, a hybrid approach will be considered.
5.	Page 9, Section 10 – Vendor’s Cost Proposal and Page 17, Section 5 – Cost 1. Can you provide the estimated budget for each project? 2. Are there any guidelines or constraints that vendors should be aware of when preparing their cost proposals?	1.The contract may be funded from multiple sources and the NHJB does not have an estimate yet. 2. See RFP, Part 5, B, 10.
6.	Page 9, Project 2, Bullet 3 1. Is the vendor expected to create a data repository, or is the vendor expected to create a technical design for a data repository to be created at a future time?	Bidders are expected to create a technical design for a data repository to be created at a future time.
7.	Page 11, Part 6: Schedule of Events 1. At the time of the RFPs release, the estimated notification of selection date is TBD. Has this date been determined? 2. What is the expected/desired date for the vendor to begin work on the project?	1. The bidders will be notified of the selection once the evaluation review is complete and a vendor is selected. 2. Upon vendor selection and contract execution
8.	Page 13, Section C – Data Collection Plan 1. Does the NH SAC anticipate any barriers to collecting data from agencies outside of the NH court system (e.g., NH Department of Corrections, NH State Police)? 2. What case management software does the NH Judicial Branch use?	(1) Any potential barriers should be identified and recommendations provided to remediate such barriers. (2) Tyler Technologies’ Odyssey Navigator.
9.	Certificate of Authority: The link provided in the solicitation brings us to a page to order a Certificate of Good Standing not a Certificate of Authority. Can you please clarify if these are the same	They are the same. A Certificate of Good Standing issued by the NH Secretary of State is required for the resulting contract.

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	or which of the two is required for contracting.	
10.	What is the budget for this project?	The contract may be funded from multiple sources and the NHJB does not have an estimate yet.
11.	Statement of Work: C. Data Collection Plan 1. Can NHCJ detail what environments we will need to review, and how many data sources can we anticipate collecting data from 2. Does the state have an existing data warehouse with the data and computing environment to run data analysis?	(1) No (2) No. The NHJB has a data warehouse for case management data.
12.	Page 4 of the RFP (Part 3: Contract Terms and Conditions) that this is a fixed price contract—has the Branch determined a valuation for this contract?	See question 10.
13.	Page 4 (Part 3: Contract Terms and Conditions), Terms and Conditions will be “from the date of full execution through June 30, 2024”—has the Branch determined a specific period of performance for this contract?	The contracting process is expected to begin as soon as a vendor is selected and the period of performance will begin as soon as the contract is executed and will end June 30, 2024.

**Vendor requested changes to the NHJB standard contract terms and conditions:**

	<b>RFP Contract Reference</b>	<b>Requested Changes</b>	<b>NHJB Responses</b>
1.	Attachment C, page 27, Provision 15.	Under indemnification clause near the end states "the acts or omissions of the Agreement." This should be modified to state acts or omissions of Contractor in performance of the Agreement.	The NHJB accepts the requested exception.
2.	Provision 19.	Under event of data breach, language needs to be added clarifying this is applicable only to data breaches causes by the acts or omissions of Contractor. This paragraph also should have the	The NHJB is open to negotiation.

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		language removed stating it survives termination of the Contract as the Contractor should not have access to or be in possession of any PII from the state after the termination of the Contract.	
3.	Add a provision	Language needs to be added defining default and remedies for default by the State if the state fails to perform any covenant, term, or condition of the Contract.	The NHJB is open to negotiation.
4.	Attachment C Page 28, Provision 20.	For default by Contractor, remedies: require it to be remedied within 30 days of the notice unless the State determines that a longer time period is necessary under the circumstances.	The NHJB is open to negotiation.
5.	Add a provision	Request the addition of a limitation of liability at 2x total contract value.	The NHJB is open to negotiation.
6.	Attachment C, page 26, Provision 7.	7. Confidentiality. <u>To the extent permitted by law</u> , Contractor hereby agrees to keep confidential any and all NHJB data acquired or provided access to during the course of performance under the Contract. The word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of the Contract. Disclosure of any NHJB data requires prior written approval by the NHJB. This paragraph shall survive the termination of the Contract.	The NHJB is open to negotiation.
7.	Attachment C, page 26, Provision 10. Insurance	10. Insurance. Contractor shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor or assignee to obtain and maintain in force, comprehensive general liability coverage against all claims of bodily injury, death or property damage, in amounts of not	The NHJB is open to negotiation.

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		<p>less than <u>\$500,000</u> per occurrence and <u>\$1,000,000</u> in aggregate.</p> <p>Justification: As an entity of a state, we would request that insurance coverage requirements be considered at our statutory amounts.</p>	
8.	Attachment C, page 26, Provision 11. Workers Compensation	<p>11. Workers Compensation. The Contractor agrees to cover Workers' Compensation in accordance with applicable state laws., certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any sub-contractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to the Agreement. The NHJB shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any sub-contractor 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 the Agreement.</p> <p>Justification: As an entity of a state, we must cover Workers' Compensation in accordance with our applicable state laws, and cannot agree to the laws of another state. We still agree to cover Workers' Compensation, per our state laws,</p>	The NHJB is open to negotiation.

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		but would like to request the specific reference to NH law be removed.	
9.	Attachment C, page 27, Provision 15. Indemnification	<p>15. Indemnification. <u>To the extent permitted by law</u>, the Contractor shall defend, indemnify, and hold harmless the NHJB and/or the State of New Hampshire, its officers and employees, from and against any claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims or losses asserted against the NHJB and/or the State of New Hampshire, its agencies, officers and employees, and any and all claims, liabilities or penalties asserted against the NHJB and/or the State of New Hampshire, its agencies, officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of), in whole or in part, the acts or omissions of the Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the NHJB, <del>and/or</del> the State of New Hampshire, <u>or the Contractor</u>. This paragraph shall survive the termination of the Contract.</p> <p>Justification for revision to the first sentence: As a government entity, we cannot indemnify, but can accept if the requested language is added.</p> <p>Justification for revision to the last sentence: As a government entity, we must also retain our sovereign immunity, so we request the</p>	The NHJB is open to negotiation.

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		language be revised to be inclusive of "Contractor" as well.	
10.	Add the following provision	“Any actions or claims against the Contractor under this Contract must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended”	The request is rejected.
11.	Attachment C, page 28, Provision 19. Event of Data Breach, sub-paragraph c.	<u>To the extent permitted by law, Indemnify, hold harmless and defend the NHJB and/or the State of New Hampshire and its agencies, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.</u>	The NHJB is open to negotiation.
12.	Attachment C, page 29, Provision 22.	<p><del>22. Governing Law and Venue. The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action arising under or related to this Contract shall be brought exclusively in the State of New Hampshire, Merrimack County Superior Court. This paragraph shall survive the termination of the Contract. Reserved.</del></p> <p>Justification: As a government entity, we cannot agree to the laws of another state, so would request to remain silent on Governing Law and Venue.</p>	The NHJB is open to negotiation.