



# State of New Hampshire Judicial Branch

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**REQUEST FOR PROPOSALS RFP NHJB-2023-11**

**FOR**

**New Hampshire Supreme Court Briefs and Cases: Conservation and  
Digitization**

**October 11, 2023**

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## SECTION I. OVERVIEW AND SCHEDULE

### A. Introduction

This request for proposals (RFP) is issued by the New Hampshire Judicial Branch (NHJB) through the Administrative Office of the Courts (AOC) to solicit proposals for digital imaging and limited treatment and stabilization as needed of New Hampshire Supreme Court’s Briefs and Cases collection consisting of 633 bound volumes of court documents dating from 1849 through the 1970s.

### B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and Notice to Proceed. NHJB reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCALTIME
RFP Released to Vendors (Advertisement)	10/11/2023	
Vendor Inquiry Period Ends	10/30/2023	11:59 PM
Final NHJB Responses to Vendor Inquiries	11/03/2023	11:59 PM
Vendors Submit Proposals	11/20/2023	11:59 PM
Estimated Timeframe for Vendor Oral Presentations and Interviews (if needed)	12/10/2023	
Estimated Notification of Selection and Begin Contract Development		

### C. Purpose and Background

NHJB’s mission is to preserve the rule of law and protect the rights and liberties guaranteed by the US and NH Constitutions by providing accessible, prompt, and efficient forums for the fair and independent administration of justice, with respect for the dignity of all served. Information on the NHJB can be found on the NHJB website at <https://www.courts.nh.gov/>.

NHJB consists of the Supreme Court, Superior Court, Circuit Court, and the Administrative Office of the Courts. The Supreme Court houses New Hampshire’s only public law library, the John W. King New Hampshire Law Library (NHLL). The mission of the NHLL is to advance the administration of justice by providing legal information and related services to the judicial, legislative, and executive branches of government, the legal communities of New Hampshire, and the residents of the state. Its collections include primary and secondary sources in American law with a focus on New Hampshire and New England materials. Special Collections include 18th century legal manuscripts and bound court records, also known as briefs and cases books.

### D. Contract Term

The initial contract term will begin on the effective date and will be for two years. The actual contract start date will be established by a completed and approved contract. Following the initial term of the contract, the

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NHJB may opt to renew the contract for the additional one-year extension, at the sole option of the NHJB, subject to continued availability of funding and satisfactory performance.

The NHJB anticipates awarding one contract resulting from this RFP process.

## SECTION II. SCOPE OF SERVICES TO BE PROVIDED

### A. Overview

The Supreme Court Briefs and Cases collection consists of case files from 1849 through the 1970s. These court documents have been bound into 633 volumes. Some documents are handwritten; others are printed. There are wide variations in condition and size of the documents and volumes. The collection was assessed in 2018 by Northeast Document Conservation Center and the assessment includes a written report and a database with item-level information. According to that report, the collection can be divided into roughly three groups:

Group 1 consists of the earliest volumes in the collection and the documents date from 1849 through the 1890s. These volumes will need disbinding so that the materials can be safely imaged. Many of the manuscript documents are written in iron gall inks and conservation treatment will be necessary.

Group 2 consists of 253 volumes dating from the late 1880s through the 1930s. Paper quality and condition vary; many volumes might be digitized as-is but many will require disbinding.

Group 3 consists of 213 volumes and date from the 1940s through the 1970s. Most volumes can be imaged without disbinding though many volumes are up to 6" in width and openability and the curvature of pages will need to be addressed during imaging.

### B. Scope of Services

In relation to the three groups, the selected Vendor will provide the following services:

#### 1. Preservation and Conservation

- Provide written conservation treatment plans for the items or group of items.
- Disbind (remove sewing and separate documents) volumes if necessary for imaging and treatment.
- Surface clean pages to reduce surface dirt.
- Treatment as necessary to flatten folds and creases.
- Mend tears as necessary for safe handling.
- Place each group of documents in individual legal size buffered folders. Label folders with Year/County/Plaintiff v. Defendant. Documents may remain in their current order and groupings. Small or fragile documents shall be placed inside a polyester film L-sleeve for added support.
- Foldered documents shall be housed in legal size flip-top boxes. Boxes shall be titled.
- For documents exhibiting signs of iron gall ink corrosion: Wash leaves with manuscript ink in ethanol and filtered water to reduce discoloration as possible, followed by calcium phytate treatment to stabilize the iron gall ink. Alkalize pages in a calcium carbonate bath, and size with a 1% solution of gelatin.

#### 2. Imaging

- Digital files shall be delivered on a USB external hard drive.
- Create a faithful image surrogate of archival materials in their current condition. Perform minor post-processing adjustments to optimize image quality and bring all images to a common rendition.

- Image all pages of original documents and indices, including blank pages. Do not image library binding boards, flyleaves, etc.
- Imaging shall be done following the *Federal Agencies Digitization Guidelines Initiative (FADGI) Technical Guidelines for Digitizing Cultural Heritage Materials* (2016) and the following project specifications:
  - Preservation Masters
    - Format: TIFF
    - Spatial Resolution: 400ppi at original size
    - Bit Depth: 16-bit
    - Color Profile: Adobe RGB 1998
    - Technical metadata comprising camera and software information will be embedded in the header of each TIFF master file.
  - Access Derivatives
    - Format: JPEG
    - Spatial Resolution: 400ppi at original size
    - Bit Depth: 8-bit
    - Color Profile: Adobe RGB 1998
  - Case-Level PDFs
    - Moderately compressed JPEGs of the documents for each case will be combined into one multi page PDF per-case.

### 3. Location

- Security Procedures: Record access shall be given only to employees of the contractor. The use of sub-contracting to third party companies is strictly prohibited for any aspect of the project.
- Environmental Controls: Records receiving service and/or storage must be secured in a climate-controlled environment, with restricted access while in the possession of the contractor. The location of work on original historical or archival documents must maintain archival climate control standards. The facility (and cargo area during transport) must regulate temperature to 68°F, with only a 2°F variation at any time—even in the winter. Unregulated, within 48-72 hours, degrees above 75°F and 60% encourages mold and other bacteria. Relative humidity (RH) must be controlled at a set point between 40% and 45%. The maximum acceptable total RH variation or operating range is 5% on either side of this set point.
- Service Delivery Plan: Due to the unique nature of these documents, all records shall remain exclusively in the custody and control of the contractor until returned to the New Hampshire Judicial Branch. In order to limit exposure during transport, the use of sub-contractors and third-party transportation companies is strictly prohibited.

### C. Minimum Requirements:

1. Vendor must demonstrate expertise in the following areas:
  - a. Conservation treatment of documents of varying sizes and conditions within guidelines set by the American Institute for Conservation.

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- b. Imaging of all documents according to the guidelines established by the Federal Agencies Digitization Guidelines Initiative (FADGI) Technical Guidelines for Digitizing Cultural Heritage Materials (2016).
2. For an out of state vendor, they must have a valid Certificate of Authority to transact business, as required by New Hampshire law RSA 293-A. The form for applying for a Certificate of Authority can be acquired through the New Hampshire Secretary of State's website at: <https://sos.nh.gov/corporation-ucc-securities/corporation/forms-and-fees/>
  - a. This requirement must be satisfied by applying for a Certificate of Authority before the effective date of the contract resulting from this RFP.



### **SECTION III. RFP PROCESS**

#### **A. Agency Point of Contact/Restriction of Contact with Agency Employees**

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

Takhmina Rakhmatova  
[procurement@courts.state.nh.us](mailto:procurement@courts.state.nh.us)

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

#### **B. Vendor Inquiries**

All contact concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, must be submitted via email and received by the Point of Contact by the end of vendor inquiry period (see Schedule of Events herein).

The email subject must be as follows: **INQUIRIES TO RFP NHJB-2023-11 Conservation and Digitization**

The vendor must identify the RFP name, page number and relevant paragraph and include the vendor's name, telephone number, and e-mail address.

The NHJB's responses to properly submitted inquiries will be posted on the following website on or before the date specified in the Schedule of Events: <https://www.courts.nh.gov/our-courts/supreme-court/about/administrative-office-courts/rfps-and-rfis>

The NHJB may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the NHJB. Official responses by the NHJB will be made only in writing by the process described above. It is the responsibility of vendors to review the most updated information related to this RFP before submitting a proposal.

#### **C. RFP Addendum**

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

#### **D. Property of the NHJB**

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

### **E. Confidentiality of a Proposal**

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

### **F. Public Disclosure**

The content of each vendor's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFP may be subject to public disclosure under applicable law.

Confidential, commercial, or financial information may be exempt from public disclosure under applicable law. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the NHJB and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the vendor of information it believes exempt does not have the effect of making such information exempt. The NHJB will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, vendor pricing will be subject to disclosure upon approval of the contract. If a request is made to the NHJB to view portions of a Proposal that the vendor has properly and clearly marked confidential, the NHJB will notify the vendor of the request and of the date the NHJB plans to release the records. To halt the release of information by the NHJB, a vendor must initiate and provide to the NHJB, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- The NHJB may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The NHJB is not obligated to comply with a vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The NHJB may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

### **G. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to judicial or non-judicial employee of the NHJB, any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been

annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the NHJB.

#### **H. Non-Commitment**

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

#### **I. Compliance**

Vendors must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the NHJB currently in effect, and as they may be adopted or amended during the contract period. It is vendor's responsibility to determine the applicability and requirements of any such laws, rules and regulations.

#### **J. Proposal Cost**

By submitting a Proposal, a vendor agrees that in no event shall the NHJB be either responsible for or held liable for any costs incurred by a vendor in the preparation of, or in connection with the Proposal, or for oral presentation or product demonstration if any.

## **SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. Proposal Submission, Deadline, and Location Instructions**

Proposals must be submitted via E-mail to [procurement@courts.state.nh.us](mailto:procurement@courts.state.nh.us).

Proposals must be clearly marked as follows:

**NEW HAMPSHIRE JUDICIAL BRANCH  
RESPONSE TO RFP NHJB-2023-11  
NH Supreme Court Briefs and Cases: Conservation and Digitization**

The email subject must be as follows: RESPONSE TO RFP NHJB-2023-11 Conservation and Digitization

Proposals must be received no later than the time and date specified in the Schedule of Events section. Late submissions may not be considered for contract award. Delivery of the Proposals shall be at the Bidder's expense. NHJB accepts no responsibility for mislabeled email or email that is not delivered or undeliverable for whatever reason.

### **B. Validity of Proposal**

The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the effective date of any resulting Contract, whichever is later.

### **C. Proposal Format**

- a. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 1/2" x 11" paper using a font no smaller than 12-point Times New Roman or similar.
- b. Bidders must respond to each question and instructions listed in Appendix C of this RFP. Number each response in the proposal to correspond to the relevant question or instructions of the RFP.
- c. All pages of the proposal should be numbered consecutively beginning with number 1 on the first page (not including the cover page or table of contents pages) through to the end, including all forms and attachments. Bidder's name should appear on every page, including attachments.
- d. All electronic documents should be formatted for printing as formatting will not be adjusted prior to printing and review of these documents.
- e. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the NHJB, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
- f. The Bidder shall complete and submit the "Proposal Cover Page" provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must show the specific information requested, including Bidder address(es) and other details listed. The proposal

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- cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- g. The Bidder should complete and submit the “Debarment and Non-collusion Certification Form” provided in Appendix B of this RFP. Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the NHJB.

**SECTION V. EVALUATION OF PROPOSALS**

**A. Criteria for Evaluation and Scoring**

The NHJB will evaluate each responsive proposal using a scoring scale of 100 points which will be distributed as set forth in the table below:

CATEGORIES	POINTS
<b>Technical Proposal</b>	
Technical Expertise and Approach <ul style="list-style-type: none"> <li>• Demonstrated experience in conservation and digitization of historical documents.</li> <li>• Knowledge of best practices in handling delicate documents, restoration techniques, and digitization technologies.</li> <li>• Proposed methodologies for ensuring the accuracy and quality of digitized content.</li> <li>• Adequate allocation of skilled personnel and technical resources to accomplish the project.</li> <li>• Efficient workflow planning, including document assessment, conservation, digitization, metadata creation, and quality control.</li> <li>• Mitigation strategies for potential risks, delays, and resource constraints.</li> </ul>	25
Project Understanding and Scope <ul style="list-style-type: none"> <li>• Comprehensive understanding of the project's goals, objectives, and challenges.</li> <li>• Clarity in defining the scope of work, including document types, quantity, and proposed timeline.</li> <li>• Alignment of proposed activities with the project's conservation and digitization requirements.</li> </ul>	5
Resources Management	10
Digitization Quality and Innovation <ul style="list-style-type: none"> <li>• Proposed digitization resolution, file formats, and metadata standards to ensure high-quality digital reproductions.</li> <li>• Innovative approaches to enhancing readability, legibility, and accessibility of digitized documents.</li> </ul>	20
Preservation and Conservation Techniques <ul style="list-style-type: none"> <li>• Preservation methods to ensure long-term physical document integrity and prevent further deterioration.</li> <li>• Demonstrated understanding of appropriate conservation treatments.</li> <li>• Environmental controls and storage solutions to maintain optimal preservation conditions while work progresses.</li> </ul>	25
<b>Cost Proposal</b>	15

<ul style="list-style-type: none"> <li>• Realistic and transparent budget allocation for various project components, including personnel, equipment, materials, and overhead.</li> <li>• Justification of expenses and potential for cost savings without compromising quality.</li> </ul>	
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

The review team will use a consensus approach to evaluate the proposals. The contract award(s) will be made to the Vendor receiving the highest number of evaluation points.

**B. Oral Interviews and Product Demonstrations**

The NHJB reserves the right to invite vendors to oral interviews and/or product demonstrations. The NHJB retains the sole discretion to determine whether to conduct oral interviews, with which vendors, and the number of interviews. Vendors are advised that the NHJB may decide to conduct interviews with less than all responsive vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the proposals. Vendors are prohibited from altering their proposals during the oral interviews and product demonstrations. Therefore, Vendors should submit proposals that present their rates and other information as clearly and completely as possible.

The NHJB may ask the vendor to provide written clarifications of elements in their proposal regardless of whether it intends to conduct oral interviews.

**C. Cost Proposal Scoring**

Cost proposals will be reviewed upon completion of the final technical scoring of proposals. Vendors are advised that this is not a low bid award and that the scoring of the cost proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring vendor.

**No Best and Final Offers:** The NHJB may seek a best and final offer (BAFO) from any Bidder in this procurement process. The NHJB reserves the right to select the Vendor based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any Vendors. As the NHJB may not request a BAFO, Vendors are encouraged to provide their most competitive prices in their initial proposals.

**D. Negotiations and Selection**

1. The NHJB reserves the right to waive minor or immaterial deviations from the RFP requirement if determined in the best interest of the NHJB.
2. The final decision regarding the award of the contract is subject to approval by the Director of AOC and the Administrative Council (if applicable).
3. If the NHJB determines to make an award, it will issue an “intent to negotiate” notice to a vendor based on these evaluations. The NHJB reserves the right to negotiate with the

successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature, or requirements of the proposal or the NHJB's Request for Proposals to an extent that may affect the price of goods or services requested. The NHJB reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the NHJB may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the NHJB may cancel this RFP, and solicit new proposals under a new acquisition process.

4. The NHJB reserves the right to reject any and all Proposals or to make multiple awards.



**SECTION VI. CONTRACT DOCUMENT**

- A. The Selected Bidder will be required to execute a contract in the form of the NHJB Standard Terms and Conditions which is attached as Appendix D.
  
- B. The NHJB may consider modifications of this form during negotiations. To the extent that a vendor believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the vendor should note those issues during the vendor inquiry period. The NHJB will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If the NHJB accepts a vendor's exception the NHJB will, at the conclusion of the inquiry period, provide notice to all potential bidders of the exceptions which have been accepted and indicate that exception is available to all potential bidders. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the NHJB's terms in response to this solicitation.
  
- C. Allocation of funds is final upon successful negotiations and execution of the contract, subject to the review and approval of the Director of the Administrative Office of the Courts, and NHJB Administrative Council (if applicable). Contracts are not considered fully executed and valid until approved by the Director and the Council and funds are encumbered. No contract is effective unless signed by the Director.

**APPENDIX A**

**PROPOSAL COVER PAGE  
RFP NHJB-2023-11**

**New Hampshire Supreme Court Briefs and Cases: Conservation and Digitization**

<b>Bidder's Organization Name:</b>			
<b>Chief Executive - Name/Title:</b>			
<b>Tel:</b>		<b>E-mail:</b>	
<b>Headquarters Street Address:</b>			
<b>Headquarters City/State/Zip:</b>			
<i>(Provide information requested below if different from above)</i>			
<b>Lead Point of Contact for Proposal - Name/Title:</b>			
<b>Tel:</b>		<b>E-mail:</b>	
<b>Local Office Street Address:</b>			
<b>Local Office City/State/Zip:</b>			

- This proposal and the pricing contained therein will remain valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events contained in the RFP, or until the effective date of any resulting Contract, whichever is later.
- No personnel currently employed by the NHJB, or any NH State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The above-named organization is the legal entity entering into the resulting agreement with the NHJB should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

<b>Name (Print):</b>	<b>Title:</b>
<b>Authorized Signature:</b>	<b>Date:</b>

## APPENDIX B

### DEBARMENT AND NON-COLLUSION CERTIFICATION RFP NHJB-2023-11

#### New Hampshire Supreme Court Briefs and Cases: Conservation and Digitization

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

- a. Have not, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;*
- b. Have not been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;*
- c. Have not previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing of a bid, proposal, or quotation;*
- d. Are not currently debarred from performing work on any project of the federal government or the government of any state;*
- e. Have not, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;*
- f. Are not presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the bidder is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;*
- g. Are not presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;*
- h. Are not currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;*
- i. Have not failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment;*
- j. Have not been placed on the debarred parties list by the NH Department of Administrative Services pursuant to RSA 21-I:11-c within the past year;*
- k. Have not been convicted of wage theft of its employees within the past 2 years;*
- l. Have not been convicted of a felony level offense involving worker safety practices within the past 2 years; or*
- m. Have not been found guilty, within the last 2 years, of misclassification of workers as independent contractors, in violation of department of labor standards and the definition of employee in RSA 281-A:2.*

*I further certify that: the Proposal submitted in response to this RFP, the prices, terms and conditions, and work quoted have been established without collusion with other vendors and without effort to preclude the NHJB from obtaining the best possible competitive Proposal. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

**Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the NHJB.**

Name (Print):	Title:
Authorized Signature:	Date:

## APPENDIX C

### BIDDER RESPONSE TEMPLATE RFP NHJB-2023-11

#### New Hampshire Supreme Court Briefs and Cases: Conservation and Digitization

**Bidders must submit proposals in accordance with “Appendix C– Bidder Response Template”. The Bidder’s proposal should sequentially follow each section found in Appendix C and Bidder must answer each question that is asked in each section, as well as respond to all information sought. The NHJB reserves the right to reject any and all proposals that do not follow this required formatting. All proposals must address the following:**

#### **1. Technical Expertise and Approach**

- a. This section must include a brief history of the vendor and a description of the vendor's present organizational structure including the number of years the company has been in business and the number of employees in the company.
- b. Provide past and present experience in conservation and digitization of documents.
- c. If a subcontractor will be used, provide the description of the subcontractor.
- d. A summary of any litigation, previous or outstanding, relating to vendor in the past 5 years.

#### **2. Vendor Qualifications:**

- a. The names and resumes of the staff who will work on this project, including but not limited to, experience, education, and professional qualifications.
- b. The identity of the manager of this project, including his or her qualifications, highlighting similar projects successfully managed.
- c. **Past experience and expertise in** digitization of historical documents and books.
- d. Three references of past customers to whom the vendor provided similar services.

#### **3. Vendor’s Detailed Explanation of Proposed Solution**

- a. The New Hampshire Judicial Branch intends to select a contractor experienced in the archival digitization and preservation of historical public records who has performed projects similar in size and scope for government agencies.
- b. Each proposal must include a full description of the services to be performed specifically addressing each subsection and bullet points specified in Section II, Scope of Work of this RFP.
- c. At the minimum the proposal must specify:
  - i. Each proposal must also include and describe labor, equipment, and supplies necessary from the Vendor and the NHJB to perform the services specified in the Scope of Work. Each proposal must include description of project management and transportation.
  - ii. Description of preservation techniques to be used.
  - iii. Description of the workflow and the project timeline.
  - iv. Explain the quality control process and procedure.
  - v. Explain the mitigation strategies for potential risks, delays, and resource constraints.
  - vi. Description of the preservation methods of the physical documents during the entire timeframe from start to end.

- vii. Description of the proposed conservation treatments.
- viii. Description of the environmental controls and storage control.
- ix. Description of the proposed security plan and information about the proposed location of work, including:
  - a. Security System
  - b. Fire Suppression System
  - c. Address how the location of work meets or exceeds the location requirements and archival standards for the environmental controls.
- x. Each proposal must include all initial guarantees. The successful contractor shall be responsible for safeguarding any and all New Hampshire Judicial Branch property in accordance with the Scope of Work and to the satisfaction of New Hampshire Judicial Branch.

4. **Cost Proposal**

- a. The cost proposal must be detailed and include all costs associated with the services. The vendor must provide a separate cost for digitization of each Group 1, 2, and 3 separately. The NHJB reserves the right to contract for one of the Groups, several or all three Groups.

5. **Supplemental Information:**

- a. A vendor may furnish such supplemental information as the vendor believes will be valuable to the vendor selection committee in evaluating its qualifications, the qualifications of its personnel, and the merits of its proposal.

## Appendix D



### CONTRACT BETWEEN THE NEW HAMPSHIRE JUDICIAL BRANCH AND [INSERT VENDOR NAME]

THIS AGREEMENT (hereinafter "Agreement") is between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") and [INSERT CONTRACTOR NAME], located at [INSERT STREET/MAILING ADDRESS] (hereinafter the "Contractor").

Vendor Number of the Contract is \_\_\_\_\_.

#### 1. CONTRACT TERM.

1.1. This Contract shall be effective on ["the date signed by both Parties" or specify the date] and shall remain in full force until [INSERT TERMINATION DATE].

1.2. The Contract Term may be extended up to [INSERT NUMBER] of years years(s), ("Extended Term") at the sole option of the NHJB, subject to the Parties prior written Agreement on applicable fees for each extended Term.

2. **SCOPE OF SERVICES.** The Contractor hereby agrees to furnish all qualified personnel, facilities, materials, and services and in consultation with the NHJB, to perform the services, study, or projects described in Appendix A, which is incorporated into this Agreement and made part of it by reference, and under the terms of this Agreement.

3. **PROFESSIONAL CONDUCT.** At all times while working pursuant to the Contract, the Contractor shall act in a manner that upholds the dignity and integrity of the NHJB. The Contractor shall observe standards of fidelity and diligence appropriate to work for the NHJB. During the term of the Agreement, the Contractor may be engaged by one or more organization(s). The Contractor represents that the Contractor is not and shall not become a party to any agreement that conflicts with the duties hereunder.

#### 4. CONTRACT COSTS.

4.1. **Total Cost.** Total contract price, method of payment and terms of payment are set forth in Appendix A. 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, including personnel, facilities, materials, travel and expenses, exceed [INSERT NOT TO EXCEED PRICE].

4.2. **Payment Contingency.** Notwithstanding anything to the contrary, all obligations of the NHJB hereunder, including, without limitation the continuance of payments are contingent upon the availability and continued appropriation of funds. In no event shall the NHJB be liable for any

payments in excess of such available appropriated funds. In the event of the reduction or termination of appropriated funds by any state or federal legislative or executive action, the NHJB 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 NHJB shall not be required to transfer funds from any other account or source to fund the Contract in the event funds are reduced or unavailable.

**4.3. Documentation of Costs.** During the term of the Contract, the Contractor agrees to maintain books, records, documents, and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract.

**5. CONTRACT MANAGEMENT.** The parties designate the following points of contact for all notices required under this Contract:

**5.1. NHJB Contract Manager.**

[INSERT NAME, EMAIL, PHONE OF CONTRACT MANAGER]

**5.2. Contractor Contract Manager.**

[INSERT NAME, EMAIL, PHONE OF PRIMARY CONTRACTOR CONTACT]

**6. SET-OFF RIGHTS.** The NHJB shall have the right to offset from any amounts otherwise payable to the Contractor under this Contract the amounts required or permitted by RSA 80:7 through RSA 80:7-c or any other provisions of law.

**7. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS.**

**7.1.** 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.

**7.2.** During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

**7.3.** 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**8. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the



Contractor is in all respect an independent contractor and is neither an agent nor an employee of the NHJB. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the NHJB or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

9. **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, 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 in aggregate. At the request of the NHJB, the Contractor shall furnish a current certificate of insurance for all insurance required under this Contract.

10. **WORKERS COMPENSATION.** 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*). 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.

#### 11. **EVENT OF DEFAULT AND REMEDIES.**

11.1. **Default.** Any one of the following acts or omissions by the Contractor shall constitute an event of default hereunder:

11.1.1. Failure to perform the services to the reasonable satisfaction of the NHJB or on any agreed to schedule; or

11.1.2. Failure to perform any other covenant, term, or condition of the Contract.

11.2. **Remedy.** In the event of a default, the NHJB may take any or all of the following actions:

11.2.1. Provide the Contractor with a written notice specifying the event of default and requiring it to be remedied within, unless another time specified in the notice, thirty (30) days from the date of the notice; and if the event of default is not remedied within the prescribed period, terminate the Contract effective two (2) days giving the Contractor notice of termination;

11.2.2. Set off against any other obligations the NHJB may owe to the Contractor any damages the NHJB suffers by reason of any default; and/or

11.2.3. Treat the Contract as breached and pursue any of its remedies at law, or in equity, or both.

#### 12. **DATA BREACH.**

12.1. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a Security Breach, as defined by RSA 359-C:19, of any of Contractor's security obligations, or other event requiring notification under applicable

law, Contractor agrees to:

12.1.1. Notify NHJB's Chief Information Officer by telephone and e-mail of such an event within 24 hours of discovery, and

12.1.2. Assume responsibility for informing all individuals in accordance with applicable law, and

12.1.3. 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.

12.1.4. Contractor's notification to NHJB shall identify:

12.1.4.1. The nature of the unauthorized access, use or disclosure;

12.1.4.2. The computerized data accessed, used or disclosed;

12.1.4.3. The person(s) who accessed, used or disclosed and/or received the computerized data (if known);

12.1.4.4. What Contractor has done or will do to mitigate any deleterious effect of unauthorized access, use or disclosure; and

12.1.4.5. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

**12.2.** This paragraph shall survive the termination of the Contract.

**13. WAIVER.** The NHJB's failure to enforce its rights with respect to any single or continuing breach of this Contract shall not act as a waiver of the right of the NHJB to later enforce any such rights or to enforce any other or any subsequent breach.

**14. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the NHJB in whole, or in part, whenever for any reason. Any such termination shall be effected by a written Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACT.** Contractor shall not sell, transfer, assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the NHJB. No subcontracts or transfer of agreement shall in any case release the Contractor of its liability under this Agreement.

**16. INDEMNIFICATION.** 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 and/or the State of New Hampshire. This paragraph shall survive the termination of the Contract.

## **17. CONFIDENTIALITY**

**17.1.** 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.

**17.2.** The Contractor acknowledges and agrees that this Contract and all of its attachments may, upon execution, be subject to public disclosure in accordance with New Hampshire law. Any information that Contractor claims is private, confidential or proprietary must be clearly marked as “confidential.” If NHJB receives a request for information that has been identified by the Contractor as Confidential, the NHJB will notify the Contractor if it intends to release the information so marked.

**18. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated hereby.

**19. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**20. GOVERNING LAW AND VENUE.** The Contract shall be governed in all respects by the laws, statutes and regulations of the United States of America and of the State of New Hampshire. Any actions arising out of this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof. The Contractor consents to personal jurisdiction in the State of New Hampshire. This paragraph shall survive the termination of the Contract.

**21. FORCE MAJEURE.** The NHJB may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The NHJB may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

**22. 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.

**23. AMENDMENT.** This Contract may be amended only by an instrument in writing signed by both parties and only after approval and execution of the Director of Administrative Office of the Courts and Administrative Council, if applicable.

**24. CONFLICTING TERMS.** To the extent there is a conflict between the provisions of this Contract and any attachments to this Contract, including but not limited to Appendix A, the provisions of this Contract control shall take precedence.

**25. EXECUTION.** This Agreement may be executed by transmittal of electronic signature counterparts.

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

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date

Print Title:

Contractor's Business Name:

\_\_\_\_\_  
Dianne Martin, Esq.  
Director  
Administrative Office of the Courts  
New Hampshire Judicial Branch

\_\_\_\_\_  
Date