



State of New Hampshire Judicial Branch

REQUEST FOR PROPOSALS RFP NHJB-2023-06

FOR

Online Case Public/Party Access Portal

June 6, 2023

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I. 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 to provide the NHJB with an online web-based application for public and party access to case information and documents.

Vendors should provide the NHJB with a proposal that is anticipated to commence about July 15, 2023. Please note this timeframe may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract. The contract period will be for 5 years, with an option for the NHJB to renew annually for two years thereafter, contingent upon satisfactory vendor performance and continued availability of funding by the New Hampshire Legislature.

II. SCHEDULE

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

EVENT	DATE	LOCAL TIME
RFP Released to Vendors (Advertisement)	June 6, 2023	
Vendor Inquiry Period Ends	June 20, 2023	11:59 PM
Final NHJB Responses to Vendor Inquiries	June 27, 2023	11:59 PM
Vendors Submit Proposals	July 25, 2023	11:59 PM
Estimated Timeframe for Vendor Oral Presentations and Interviews (if needed)		TBD
Estimated Notification of Selection and Begin Contract Negotiations		

III. BACKGROUND

A. The New Hampshire Judicial Branch

The NHJB is a constitutionally separate but co-equal branch of government within the State of New Hampshire. The NHJB's mission is:

[t]o preserve the rule of law and protect the rights and liberties guaranteed by the United States and New Hampshire Constitutions, the courts will provide accessible, prompt, and efficient forums for the fair and independent administration of justice, with respect for the dignity of all we serve.

The NHJB Case Management System (CMS) handles approximately 150,000 cases annually and houses a total of approximately 6,500,000 cases.

IV. PROPOSED SCOPE OF WORK

A. Overview - Scope of Services

The successful vendor will provide and host an online browser-based application. The application will allow the public and parties to access case information and documents. The application must integrate with the NHJB's Odyssey case management system (CMS) through the NHJB's existing service layer utilizing RESTful APIs. The NHJB's APIs will not be modified to comply with the selected vendor's integration layer. Any changes to the selected vendor's integration layer needed for compliance will be Vendor's responsibility at no additional cost to the NHJB. The application must provide access control based on user account and access level, role type, case type, sub case type, and document security group.

The architecture of the application must be scalable and adaptable to allow for future additions of other data sources and document repositories from other CMSs. For example, the NHJB's appellate CMS C-Track or any future CMS.

The Vendor will also provide ongoing maintenance and support services post implementation.

B. Business Requirements

1. Vendor must demonstrate expertise in the following areas:
 - a. Demonstrated expertise in the specific market of court applications.
 - b. Demonstrated history of excellent customer service, and customer service with thorough application administration training and expertise in supporting the product and court users of said product.
2. The application and the services must comply with the mandatory requirements identified in Attachment A. Requirements driven by policy, statute, court rules, etc. must be configurable to accommodate future changes.
3. Vendor must be able to integrate with RESTful APIs.

V. PROPOSAL 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

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 Agency regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. Agency 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 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 Agency. Official responses by the Agency 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. Proposal Submission, Deadline, and Location Instructions

Proposals must be submitted via E-mail to procurement@courts.state.nh.us.

Proposals must be clearly marked as follows:

**NEW HAMPSHIRE JUDICIAL BRANCH
RESPONSE TO RFP NHJB-2023-06
ONLINE CASE PUBLIC/PARTY ACCESS PORTAL**

The email subject must be as follows: RESPONSE TO RFP NHJB-2023-06 Access Portal

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

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

VI. CONTENT AND REQUIREMENTS FOR A PROPOSAL

A. Terms and Requirements

Consistent with NHJB policy, the purpose of this RFP is to encourage free and open competition among vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the NHJB needs and guidelines.

The vendor's signature on a proposal submitted in response to this RFP constitutes the vendor's representations that:

1. All prices have been established without collusion with other eligible vendors and without effort to preclude the NHJB from obtaining the best possible competitive proposal.
2. Vendor is not aware of any potential conflicts of interest which might arise out of work performed or being performed for any other clients or contracts or due to a past or present relationship of any sort between employees or representatives of the vendor, and judges or non-judicial employees of the State of New Hampshire, except those conflicts of interest which have been fully disclosed in the response to the RFP.
3. Vendor will not offer any gratuity, service, or special benefit to any judge or non-judicial employee of the NHJB.
4. The NHJB shall not be held liable for any costs incurred by the vendor in the preparation of a proposal, or for work performed prior to the contract effective date. All costs of preparing a proposal in response to this RFP are to be borne by the vendor and may not be included in the proposal price.
5. The selected vendor will be solely responsible for meeting all terms and conditions specified in this RFP, its proposal, and any resulting contract. The selected vendor may not subcontract any portion of the resulting contract to any other firm or person without the prior written approval of the NHJB.

6. All material received in response to this RFP will become the property of the NHJB and will not be returned to the vendor. The vendor selection committee may use any information elicited by this RFP to determine the solution that best meets the needs of the NHJB.
7. This RFP does not commit the NHJB to award a contract.
8. Documents, which constitute the contract between the parties, will include, as a minimum, this RFP, the vendor's response, the summary of negotiation, any and all additional materials submitted by the vendor, and the NHJB standard contract terms and conditions (Attachment B).
9. Any contract awarded as the result of the RFP will be originated by the NHJB. It shall be governed by the laws of the State of New Hampshire.
10. Vendor will provide the NHJB with completed waivers that will enable the NHJB to conduct criminal records checks of all personnel who will work on this project.

B. Content and Format

Proposals shall follow the following format and provide the required information set forth below:

1. Cover Page:

The first page of a vendor's proposal must be a cover page displaying the following:

**Response to RFP ONLINE CASE PUBLIC/PARTY ACCESS PORTAL
RFP NHJB-2023-06
Vendor's Name:
Contact Person:
Telephone Number:
Address:
Fax Number:
Email Address:**

2. All subsequent pages:

All subsequent pages of a proposal must indicate the vendor's name and page number.

3. Transmittal Letter:

The transmittal letter must be brief and must be signed by a person authorized to commit the organization to perform the work specified in the RFP. It shall identify all materials and enclosures that comprise the proposal. The letter must also identify the individual who will serve as the vendor's representative in all matters relating to this RFP.

4. Table of Contents:

The vendor must provide a table of contents with corresponding page numbers relating to each section of its proposal. The vendor must also provide a schedule of appendices if applicable.

5. Vendor Profile/Overview:

The vendor must provide the following information:

- a. 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, the number of years the product proposed has been on the market, the number of employees in the company, and the number of technical employees supporting this product.
- b. A summary of any litigation, previous or outstanding, relating to vendor's performance of software services contracts, or an account of why this information is not provided.

6. Vendor Qualifications:

A vendor must provide the following information concerning a vendor's qualifications:

- a. The names and curriculum vitae of each employee of the vendor 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. A complete and unedited list of customers that vendor has completed judicial applications for, including the contact information for all listed customers.

7. Vendor's Detailed Explanation of Proposed Solution:

A Vendor's Detailed Explanation of Proposed Solution should include a comprehensive response Section IV – Scope of Work, including each subsection. Vendor must indicate for each requirement in Section IV if it can be met fully, partially, or not at all. If met partially or not at all an explanation must be provided. For each requirement that can be met, provide a detailed description of how they will be met.

If the vendor has any terms or conditions, including Service Level Agreement or End User Agreements, they must be included in the Proposal.

Vendor must describe in detail how the application will be maintained and supported post implementation. Describe any particular procedures required to handle escalation and emergency calls.

8. Cost Proposal.

The cost proposal must detail all costs and expenses associated with the services at all stages, including implementation and maintenance and support.

With respect to a vendor's cost proposal, the NHJB reserves the right to review all aspects of the cost proposal for reasonableness, to request clarification of any part or parts of the cost proposal, and to negotiate cost terms. The NHJB encourages vendors to be as creative as possible regarding costs, as cost efficiency will be a consideration in selecting a vendor. Alternative cost proposals that will increase efficiency and reduce costs without diminishing the quality of interpreter services will be considered.

9. Certificate of Authority:

If applicable, out-of-state vendors must have a valid Certificate of Authority, as required by New Hampshire law, RSA 293-A:15.03 Application for Certificate of Authority. 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/domestic-and-foreign-corporation/foreign-forms/>.

The certificate of authority must be provided at the time the contract is executed.

10. Supplemental Information:

A vendor may furnish such supplemental information as the vendor believes will be valuable to the selection committee in evaluating its proposal. In this section a vendor may feature those elements of its firm, its personnel, or its proposal which distinguish it from other vendors likely to submit proposals.

VII. EVALUATION OF PROPOSALS

A. Criteria for Evaluation and Scoring

Proposals will be evaluated based upon the criteria and standards contained in this RFP.

The NHJB reserves the right to reject any and all proposals and to negotiate the terms or price with any vendor and to include the results of these negotiations in a contract. The NHJB further reserves the right to seek further information and or clarification of any proposal.

If the NHJB determines to make an award, it will issue an “intent to negotiate” notice to a vendor based on these evaluations. Should the NHJB be unable to reach agreement with the selected vendor during Contract discussions, the NHJB may then undertake Contract discussions with the second preferred vendor and so on, or the NHJB may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

If the NHJB determines that it is appropriate, vendors may be invited to oral interviews and/or product demonstrations. The NHJB retains the sole discretion to determine whether to conduct oral interviews and how many to conduct. Vendors are advised that the NHJB may decide to conduct interviews with less than all responsive vendors. Oral interviews, product demonstrations, and reference checks, to the extent they are utilized by the NHJB, will be used to refine and finalize scores. The interviews may be conducted in-person or by videoconference. If conducted in-person, interviews will likely be held at the Administrative Office of the Courts in Concord, New Hampshire. The NHJB will not reimburse vendors for any costs incurred relating to the interview. The NHJB will notify eligible vendors regarding interview arrangements.

The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria:

Vendor Qualifications and Experience	35 points
Specifications of Work to be Performed	45 points
Cost Proposal	20 points

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.

No Best and Final Offers: The NHJB will not seek a best and final offer from any vendor in this RFP process. All vendors are expected to provide their best pricing with the submission of their proposal.

B. Rights of the NHJB in Accepting and Evaluating Proposals

The NHJB reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the NHJB;
- Omit any planned evaluation step if, in the NHJBs view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring vendor and so on, if the NHJB is unable to reach an agreement on Contract terms with the higher scoring vendor(s).

VIII. TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

A. 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.

B. Non-Collusion

The vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other vendors and without effort to preclude the NHJB from obtaining the best possible competitive Proposal.

C. 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.

D. 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.

E. 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 request for proposal (RFP) may be subject to public disclosure under Right to Know law.

Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under Right to Know 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 (e.g. pricing) 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. The NHJB will endeavor to maintain the

confidentiality of portions of the Proposal that are clearly and properly marked confidential. 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. By submitting a Proposal, vendors agree that unless the vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the NHJB may release the requested information on the date specified in the NHJB's notice without any liability to the vendors.

F. 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.

G. Proposal Preparation 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 Work performed prior to the Effective Date of a resulting Contract.

H. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the NHJB at least five (5) business days prior to the Proposal Submission Deadline. By submitting a proposal, the vendor is deemed to have waived any challenges to the form or procedures set forth in this RFP.

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.

IX. CONTRACT TERMS AND AWARD

The NHJB will require the successful bidder to execute a Contract using the Standard Terms and Conditions of the NHJB which is attached as Attachment 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. Exceptions to the standard terms are disfavored and requests for exceptions are not likely to be granted. 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 proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer 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.

ATTACHMENT B

1. **Contract Overview.** The NHJB is entering into this Contract to [INSERT SUMMARY OF PURPOSE OF CONTRACT].
2. **Release of Documents.** 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 (collectively “Confidential”) 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.
3. **Contract Term.** This Contract shall be effective on the date signed by both parties and shall remain in full force until [INSERT TERMINATION DATE] unless terminated in accordance with this Contract.
4. **Scope of Services.** The scope of services is set forth in Appendix A to this Contract.
5. **Contract Costs.**

5.1 Total Cost. Total Cost of Contractor Services, including estimated travel and expenses, is set forth in Appendix A. The parties agree that the total cost of the contract, including actual travel and reasonable expenses, approved by NHJB, shall not exceed [INSERT NOT TO EXCEED PRICE].

5.2 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.

5.3 Invoice Address.

[INSERT NAME/ADDRESS OF NHJB RECIPIENT OF INVOICES]

5.4 Payment Contingency. Payment under this Contract to Contractor shall be net 30 from date of receipt of an approved invoice by NHJB. Payment is contingent upon acceptance and approval of the invoiced services or expenses by the NHJB and the availability of funding appropriated to the NHJB [IDENTIFY APPROPRIATION SOURCE]. To the extent, however, that any portion of the allocated funds becomes unavailable due to a lack of appropriation, the NHJB may, at its option, terminate this Contract. The NHJB shall not be required to transfer funds from any other account or source to fund the Contract beyond that appropriated to fund the Contract. However, upon termination and to the extent of lawfully available funds, the NHJB will remit all amounts due, and all costs reasonably incurred by Contractor through the date of termination.

- 6. Contract Management.** The parties designate the following points of contact for all notices required under this Contract:

NHJB Contract Manager.

[INSERT NAME, EMAIL, PHONE OF CONTRACT MANAGER]

Contractor.

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

- 7. Confidentiality.** 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.
- 8. 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 Contract, 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.

- 9. Status.** Contractor agrees to serve as an independent contractor to the NHJB and is neither an agent nor an employee of the NHJB. This Contract, nor any other work Contractor's representatives perform for the NHJB, shall entitle any individual to receive fringe benefits such as annual leave, sick leave, administrative leave, health insurance, dental insurance or retirement contributions. Nothing in this Contract shall be construed to grant any individual any rights as a regular, probationary or temporary employee of the NHJB. Neither the Contractor nor any of its officers, employees, agents or members shall have the authority to bind the NHJB or receive any benefits, workers' compensation or other emoluments provided by the NHJB to its employees.
- 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 less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- 11. 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.

12. Changes in Service. The NHJB may direct that particular Contractor personnel be replaced should such personnel prove unsatisfactory to the NHJB.

NHJB may, as agreed to by Contractor, request changes within the general scope of services provided under this Contract, including but not limited to (1) adding to the services; or (2) extending the period of scheduled performance. Such changes may be at an additional cost to the NHJB and shall be occur by prior written amendment executed by the parties.

13. Severability. In the event one or more sections or paragraphs of this Contract shall be determined to be unenforceable under governing law, such determination shall have no effect on the remainder of this Contract and all other provisions hereof shall remain in full force and effect.

14. 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 and take precedent.

15. 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.

16. Assignment, Delegation and Subcontracts. Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the NHJB.

17. Force Majeure. Neither Contractor nor the NHJB shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and 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 Contractor's inability to hire or provide personnel needed for Independent Consultant's performance under the Contract.

18. Third Parties. The parties hereto do not intend to benefit any third parties and the Agreement shall not be construed to confer such a benefit.

19. Event of Data Breach. 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:

- a. Notify NHJB's Chief Information Officer by telephone and e-mail of such an event within 24 hours of discovery; and
- b. Assume responsibility for informing all individuals in accordance with applicable law; and
- c. 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.
- d. Contractor's notification to NHJB shall identify:
 - (i) The nature of the unauthorized access, use or disclosure; and
 - (ii) The computerized data accessed, used or disclosed; and
 - (iii) The person(s) who accessed, used or disclosed and/or received the computerized data (if known); and
 - (iv) What the Contractor has done or will do to mitigate any deleterious effect of unauthorized access, use or disclosure; and
 - (v) What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

This paragraph shall survive the termination of the Contract.

20. Event of Default/Remedies.

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

- a. Failure to perform the services to the reasonable satisfaction of the NHJB or on any agreed to schedule; or
- b. Failure to perform any other covenant, term, or condition of the Contract.

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

- a. Provide the Contractor with a written notice specifying the event of default and requiring it to be remedied within a reasonable period of time determined by the NHJB to be sufficiently adequate under the circumstances; and if the event of default is not remedied within the prescribed period, terminate the Contract effective two (2) days after the Contractor has failed to timely remedy the alleged default within the reasonable period provided; and
- b. Treat the Contract as breached and pursue any of its remedies at law, or in equity, or both.

21. Waiver of Breach. No failure by the NHJB 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 NHJB to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

23. Modification. This Contract constitutes the final agreement between Contractor and the NHJB and it shall not be modified in any respect except by prior written amendment executed by both parties.

24. Certification. The undersigned certifies, to the best of their knowledge and belief, that:

- a. In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable intellectual property laws.
- b. During the term of the Contract, 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.

- c. If the Contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of all federal executive orders, rules, regulations and statutes, including but not limited to Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issued to implement these regulations. The Contractor further 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 the Contract and Addendum.

25. Entire Agreement. The Contract and any exhibits or other attachments 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 relating hereto.

26. Execution. This Agreement may be executed by transmittal of electronic signature counterparts.