



# State of New Hampshire Judicial Branch

---

**REQUEST FOR PROPOSALS RFP NHJB-2023-03**

**FOR**

**TRANSCRIPTION SERVICES**

**July 28, 2023**

**TABLE OF CONTENT**

**SECTION I. OVERVIEW AND SCHEDULE ..... 4**

- A. Introduction ..... 4**
- C. Purpose and Background..... 4**
- D. Contract Term ..... 4**

**SECTION II. SCOPE OF SERVICES TO BE PROVIDED..... 5**

- A. Overview..... 5**
- B. Transcription Requests ..... 5**
- C. Audio File Transfer Process ..... 5**
- D. Quality of Product ..... 6**
- E. Format of Transcript..... 6**
- F. Turnaround Time Required for Transcription Services ..... 6**
- G. Transcript Delivery Process ..... 6**
- H. Payment for transcripts ..... 7**
- I. Process for Complaints Regarding Transcript Quality ..... 7**
- J. Ownership. .... 7**
- K. Data and Reporting. .... 7**
- L. Indigent Cases ..... 8**
- M. Minimum Requirements for Transcription Services: ..... 8**
- N. Minimum Qualifications for Transcribers..... 9**
- O. Eligible Participants ..... 9**

**SECTION III. RFP PROCESS ..... 10**

- A. Agency Point of Contact/Restriction of Contact with Agency Employees ..... 10**
- B. Vendor Inquiries..... 10**
- C. RFP Addendum ..... 10**
- D. Property of the NHJB..... 10**
- E. Confidentiality of a Proposal ..... 11**
- F. Public Disclosure..... 11**
- G. Ethical Requirements ..... 11**
- H. Non-Commitment ..... 12**
- I. Compliance..... 12**
- J. Proposal Cost ..... 12**

**SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS..... 13**

- A. Proposal Submission, Deadline, and Location Instructions ..... 13**
- B. Validity of Proposal ..... 13**
- C. Proposal Format ..... 13**

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

**SECTION V. EVALUATION OF PROPOSALS ..... 15**

- A. Criteria for Evaluation and Scoring ..... 15**
- B. Oral Interviews and Product Demonstrations..... 15**
- C. Cost Proposal Scoring ..... 15**
- D. Negotiations and Selection ..... 16**

**SECTION VI. CONTRACT DOCUMENT ..... 17**

**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 professional transcription services in the production of transcripts from electronic recordings of official court proceedings; as well as providing audio copies of electronic recordings of official court proceedings.

**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.

<b>EVENT</b>	<b>DATE</b>	<b>LOCALTIME</b>
RFP Released to Vendors (Advertisement)	7/28/2023	
Vendor Inquiry Period Ends	8/4/2023	11:59 PM
Final NHJB Responses to Vendor Inquiries	8/9/2023	11:59 PM
Deadline to request the audio	8/22/2023	11:59 PM
Vendors Submit Proposals	8/23/2023	11:59 PM
Estimated Timeframe for Vendor Oral Presentations and Interviews (if needed)	8/30/2023	
Estimated Notification of Selection and Begin Contract Development	TBD	

**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. As part of this mission, the NH state courts record official court proceedings electronically and authorize the transcription of those hearings, aiding in the protection of the rights of litigants. Information on the NHJB can be found on the NHJB website at <https://www.courts.nh.gov/>. In calendar year 2022, the NHJB authorized the production and sale of over 278,000 transcript pages.

**D. Contract Term**

The initial Contract term will begin on the effective date and will be for one year. The actual contract start date will be established by a completed and approved contract. Following the initial term of the contract, the NHJB may opt to renew the contract for the additional two 2-year extensions, 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**

New Hampshire courts record all proceedings occurring in each of its courtrooms across the state. All courtrooms are equipped with digital electronic recording equipment for use. The Selected Bidder shall provide an interactive website that shall serve as the vehicle by which users involved in the transcript process may request transcripts, manage payments, transmit recordings, and receive downloadable completed transcripts. The website shall provide users the ability to check the status of work in progress. In addition, Selected Bidder shall also accept transcript requests and requests for copies of the recordings, receive payment for the requests, and deliver completed transcripts by non-electronic means and shall post those transactions on the website.

### **B. Transcription Requests**

New Hampshire courts record all proceedings occurring in each of its courtrooms across the state. All courtrooms are equipped with digital electronic recording equipment for use. Transcript requests come from two primary sources: the requesting parties in non-appeal and through the NH Supreme Court in appeal cases. In some instances, trial courts or other government units will request transcripts. In appeal cases, requests will generally be made through a court order sent to the vendor. In other cases, the parties will submit requests directly to the vendor.

The Selected Bidder must have an internet site by which transcript requests will be entered. The Website must allow all users to access the status of transcript preparation from submission to completion. In addition, the Selected Bidder will have a dedicated web portal for the NHJB to upload audio and log notes, witness and exhibit logs, and any other relevant materials needed for the production of the transcript into the order; the web portal shall also allow the NHJB to review the information on all requests made, including at the minimum, courts, and their status. The portal must be confidential with only the Courts having access. The customers/parties shall have access only to their requests.

In some instances, the courts will request transcripts and will be responsible for payment.

### **C. Audio File Transfer Process**

The Selected Bidder will electronically notify the trial court or, in appeal cases, Supreme Court within (1) one business day of receipt that a deposit has been received and will request that the case be sent to the Selected Bidder. In website submissions, notifications to the Court will automatically be generated upon receipt of payment. The court will send the case to the vendor after notification. In the vast majority of situations, the court must have the ability to upload the file electronically through the website; however, a few court sites still utilize analog tapes that will be mailed to the Selected Bidder. All notifications to and from the Selected Bidder may be through electronic transmissions. The case will consist of the audio recording and may include associated log notes, witness and exhibit logs, and any other relevant materials needed for the production of the transcript.

The Courts will upload and electronically send audio to the Selected Bidder in digital format. The most common types of digital files for transmitting audio are FTR, MP3, WAV, and TRM.

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

No minimum or maximum volume of business will be guaranteed by an awarded contract. Work volume will be determined by the number of transcripts needed and by the services and quality of the performance provided by the Selected Bidder.

**D. Quality of Product**

Because these court transcripts are used for legal proceedings, accuracy is of critical importance. It is expected that each transcript will be proofread and corrected, as necessary, to ensure accuracy. Each transcript must be certified as a true copy prepared from the verbatim recording and signed by the transcriber and or proofreader.

**E. Format of Transcript**

The transcript shall be prepared in the format that is outlined in Appendix D to this RFP to include, but not be limited to, line and word spacing, number of lines per page, margins, font, etc. Deviations from this format will not be accepted.

The transcript shall contain a certification from the individual transcriber and or proofreader as outlined in Appendix D.

**F. Turnaround Time Required for Transcription Services**

As established by court rule, court order or statute, there are typical deadlines for the completion of transcripts that the vendor must comply with. Timelines are calculated in calendar days and from the date that audio is uploaded to the vendor. The standard delivery of transcript for Supreme Court appeal requests is 45 days and expedited delivery is 14 days. For all other requests 1, 3, 7, 14 and 30 days.

The cost of the transcript, any additional copies, plus all related charges must be itemized on each invoice to the customer. Pricing is determined from the date of audio transfer to the vendor.

**G. Transcript Delivery Process**

Secure delivery of the media and transcript is vital. The NHJB requires that transcripts be electronically sent to the parties or the court's email specified in the court order.

The completed transcript will be supplied as a digitally signed copy in Adobe Portable Document Archive Format (PDF-A). This will be considered the official transcript. The vendor must have ability to send the transcript on a CD to the parties if the parties are not able to receive transcripts via email. Additional forms of the transcript may be requested by the parties in accordance with the services and fees that are offered by the vendor.

- For appeal cases:

The Supreme Court and all parties shall be notified via email that a digitally signed PDF-A copy of the completed transcript is available on the website, with an associated link. The Selected Bidder will be required to provide a paper copy of the completed transcript to the Supreme Court in the format set forth in Appendix D.

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

- For non-appeal cases:

The trial court and requesting party(ies) shall be notified via email that a digitally signed PDF-A copy of the completed transcript is available on the website, with an associated link.

- Confidential cases:

The Selected Bidder will be required to sign a confidentiality statement regarding transcripts of proceedings that are confidential as well as recordings of confidential proceedings that are included with recordings to be transcribed. The Selected Bidder must require requesting party(ies) to sign or acknowledge a confidentiality statement, as approved by the NHJB, before obtaining the transcript/audio.

#### **H. Payment for transcripts**

The Selected Bidder will be responsible for all mailing and postage costs when sending original case materials and transcripts to the courts and to the parties if necessary.

The Selected Bidder shall have no recourse against the NHJB for payments due from a party or the Indigent Defense Fund and shall be responsible for limiting its exposure to non-payment. In the event of non-payment by the party, the vendor must notify the NHJB.

For NHJB paid services, the Selected Bidder must submit an invoice in a format agreed to by the NHJB.

#### **I. Process for Complaints Regarding Transcript Quality**

The selected Bidder must have a detailed process of handling transcript quality complaints.

#### **J. Ownership.**

All tapes, discs, log notes, completed transcripts and any other materials related to cases, including electronic versions of those items, are the property of the NHJB. The Selected Bidder is not authorized to sell or distribute any part of the case or the transcript without prior written authorization from the NHJB.

#### **K. Data and Reporting.**

The Selected Bidder shall maintain a record of all monies and cases it receives and make this information available to the NHJB through the website. Non-NHJB users involved in the transcript process shall have access through the website to their case information. The vendor will maintain the following information on all cases:

- Name of court,
- Name of case,
- Docket numbers (trial court and Supreme Court),
- Date court is notified to send case,
- Date case is received,

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

- Date transcript is due,
- Number of pages at completion,
- Date transcript is sent to parties.
- Amount of deposit,
- Date deposit due,
- Date deposit received,
- Page rate,
- Final cost of transcript,
- Amount of refund or additional funds to be collected.

**L. Indigent Cases**

In cases where the court has determined that the requesting party is indigent, the transcript request will indicate that the payment is to be made by the State of New Hampshire. In these instances, a transcript will be prepared based on this representation that the State of New Hampshire will pay for the transcript.

Upon completion of the transcript, the vendor shall complete a statement on a prescribed form that will be sent to the trial court or the Supreme Court for approval. Payment will be made by the appropriate state agency, as a separate entity from the Judicial Branch.

**M. Minimum Requirements for Transcription Services:**

1. Established quality control procedures for producing nearly zero inaudibles/indiscernables.
2. Established procedures for reviewing and comparing transcripts with audio and producing and filing errata sheets as necessary.
3. Established and reliable media upload and transcript delivery processes.
4. Established billing and collection system.
5. Established system to report required information.
6. Established and demonstrated focus on providing customer service.
7. Sufficient administrative staff and transcript production staff to produce all transcript requested on the timely basis.
8. 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.



**N. Minimum Qualifications for Transcribers**

The vendor must ensure that its transcribers meet all of the following minimum qualifications:

- a. Certification through the American Association of Electronic Reporters, or demonstrated equivalent. Selected Bidder shall explain the minimum qualifications for transcribers. We reserve the right to require background checks for any and all employees.
- b. A high school graduate, GED certificate, or equivalent.
- c. No record of felony convictions or pending criminal charges.
- d. No outstanding fines, fees, court costs, or other financial obligations to the NH courts.
- e. Agreement to maintain as confidential any transcripts produced of confidential court proceedings.
- f. The ability to understand court procedures, legal documents, laws, legal factors pertaining to the court system. Knowledge of court process and legal terminology preferred.

**O. Eligible Participants**

New Hampshire Executive Branch departments and agencies are eligible to participate under this procurement whenever such agency or department so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under this contract. However, such entities shall be solely responsible for their association with the Selected Bidder. The NHJB shall assume no liability as may arise from such an association between the Selected Bidder and any such eligible participants.

### **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

The email subject must be as follows: **INQUIRIES TO RFP# NHJB-2023-03 Transcription Services**

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**

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

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

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

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-2023-03  
TRANSCRIPTION SERVICES**

The email subject must be as follows: RESPONSE TO RFP# NHJB-2023-03 Transcription Services

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 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

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

- 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>	
Sample Transcript	10
Organization Qualifications, Experience and Staffing	20
Proposed Production Services	20
Quality Assurance Protocol	20
<b>Cost Proposal</b>	30
<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.

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

NEW HAMPSHIRE JUDICIAL BRANCH  
RFP NHJB-2023-03  
TRANSCRIPTION SERVICES

- a. (Lowest submitted cost per page for 45 calendar day / Cost per page for 45 calendar day of proposal being scored) x 10 = pro-rated score
- b. (Lowest submitted cost per page for 14 calendar day / Cost per page for 30 calendar day of proposal being scored) x 5 = pro-rated score
- c. (Lowest submitted cost per page for 7 calendar day / Cost per page for 14 calendar day of proposal being scored) x 5 = pro-rated score
- d. (Lowest submitted cost per page for 3 calendar day / Cost per page for 7 calendar day of proposal being scored) x 5 = pro-rated score

The remaining 5 points assigned to the cost section will be scored based on the appropriateness and reasonableness of Bidder's remaining responses in the cost section.

**No Best and Final Offers:** The State of New Hampshire will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

**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 E.
  
- 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-2023-03  
Transcription Services**

<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 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-2023-03 Transcription Services

*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-2023-03 Transcription Services

**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:**

#### **Section A. Sample Transcript**

- a. Vendor must submit a transcript of an audio recording. The recording will be provided by the NHJB. Vendors interested in submitting a proposal to the RFP must request the recording from the Point of Contact identified in this RFP by the deadline specified in the Schedule of Events. The recording will be provided within 24 hours of the receipt of the request. The sample transcript will be evaluated for its quality.

#### **Section B. Vendor Profile and Overview.**

- a. Brief history of the vendor and description of the vendor’s present organizational structure.
- b. A statement of the vendor’s willingness and ability to procure a bond or propose a suitable alternative to guarantee the security of funds to be held by the vendor pending transcript delivery.
- c. A summary of any litigation, previous or outstanding, relating to vendor's performance of professional services contracts, or an account of why this information is not provided.

#### **Section C. Vendor Qualifications, Experience and Staffing.**

- a. Vendor’s experience in providing similar services, with emphasis on experience producing transcripts for courts.
- b. A minimum of three references, including name, address, and telephone numbers of prior or present customers.
- c. The names and curriculum vitae of each employee of the vendor who will work on this project, including the experience, education, and professional qualifications each employee has in providing transcript services. Include any applicable national certifications that transcribers, proofreaders, and other relevant staff possess.
- d. The identity of the manager of this project, including his or her qualifications, highlighting similar projects successfully managed.
- e. If the bidder has not provided transcript services for courts, note this, and describe experience with projects that highlight the vendor’s general capabilities.
- f. List of all current litigation in which the Vendor is named and a list of all closed cases that have closed within the past 5 years in which Vendor paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.
- g. Provide hours of the operation available for customer services for both paying customers as well as the Vendor staffing and customer service to the NH courts.

## **Section D. Project Methodology**

- a. Bidders must confirm the ability to comply with the scope of services and the requirements specified in Section II of the RFP.
- b. Describe in detail the organizations standard transcript preparation process to be used, including quality control measures currently used.
- c. Describe how the transcription requests will be received, processed and delivered.
  - i. Whether your organization currently has website for customers to use to request transcripts. If you do not have a website, please provide an explanation of how it will be built and ready for use on September 1, 2023 should your organization be selected to provide transcription services for the NHJB.
  - ii. Describe how electronic files will be received from the NHJB.
  - iii. Whether one transcriber will produce the entire transcript or whether teams of transcribes may be used.
- d. Vendor must detail how they propose to comply with the financial and reporting requirements.
- e. Vendor must propose methods by which payments for transcripts may be made, including provisions to accommodate those with neither Internet access nor a credit card. These methods must ensure that payments made will not be transferred to vendor until transcript is completed. Vendor may propose payment method involving advance deposits, but the proposal must detail the amount and the policy.
- f. Vendor must propose an electronic method of notification, receipt, preparation, and transmission of events in the processing of transcripts.
- g. Vendor must describe their payment process of their stages of the transcription preparation.
- h. Vendor must describe how complaints will be resolved.
- i. Vendor must describe how errors in transcriptions will be corrected.
- j. Vendor should verify its ability to provide a range of transcription turnaround times, including: 1-day, 3-days, 7-days, 14-days, 30-days and 45-days.
  - a. If Vendor has other services or timelines that they are able to provide, Vendor should reference those as well.

## **Section E. Quality Protocols**

- a. The Proposal must describe the detailed procedures the vendor follows to ensure that the transcripts are of high quality and that they accurately reflect audio and case information that is provided.
  - i. The protocol includes:
    1. A declaration of the guaranteed transcript accuracy rate (including a straightforward definition of how that rate is determined);
    2. Describes how the Bidder will ensure that the transcript includes properly researched local information (i.e., city, county, and river names, local landmarks, etc.) and ensures that spelling and grammar are correct;
    3. Describe the role of the proofreader in your organization and how the proofreader ensures the transcript is accurate;
    4. How much effort is put into understanding the audio before an indiscernible or inaudible is assigned to a piece of the audio?
    5. Please share the quality control procedures your organization uses.

6. Bidder shall describe their process to address customer concerns regarding the quality of transcripts, errors and/or to register disputes with content of transcripts.
7. Bidder must agree that all materials, electronic or otherwise, belong to the New Hampshire Judicial Branch and may not be sold without its express permission.

**Section F. Cost Proposal.**

- a. Vendor must furnish a complete description of all fees to be charged by the vendor for performance of transcription services.
- b. The cost proposal shall include all the costs necessary for the Bidder to fully comply with the contract terms and conditions and the RFP requirements, including implementation/testing of the services if necessary.
- c. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the NHJB may be included in the proposal.
- d. The vendor selection committee 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.
- e. Bidders to provide a cost per a page rate for the items detailed in the table below based on the scope of services provided in Section II of this RFP.
- f. Vendor compensation for transcription services shall be measured by pages in electronic version as defined in Appendix D.

Item	Service Order Type	Cost Per Page Rate
1.	1-Calendar Day Turnaround	\$
2.	3-Calendar Day Turnaround	\$
3.	7-Calendar Day Turnaround	\$
4.	14-Calendar Day Turnaround	\$
5.	30-Calendar Day Turnaround	\$
6.	45-Calendar Day Turnaround	\$

Request for a copy of the recording only	\$
--	----

## **Appendix D**

### **TRANSCRIPT FORMAT**

#### **PAPER**

The format standards for paper transcripts incorporate government standards for archival materials, as well as assure that all transcripts produced for the NHJB are produced on the same basis.

- Size - Paper size is to be 8 ½ x 11 inches.
- Weight - The weight of the paper is to be at least 13 pounds for both originals and copies.
- Type - The paper for both originals and copies are to be of chemical wood or better quality.
- Color - White paper is to be used for both originals and copies.

#### **INK COLOR**

Black ink is to be used for both originals and copies.

#### **PREPRINTED MARGINAL LINES**

The use of pre-printed solid left and right marginal lines is required. The use of pre-printed top and bottom marginal lines is optional. All pre-printed lines must be placed on the page so that text actually begins 1-1/2 inches from the left side of the page and ends 1/2 inch from the right side of the page.

#### **LINE NUMBERS**

Each page of transcription is to bear numbers indicating line of transcription on the page.

#### **TYPING**

- Type Size - The letter character size is to be 10 letters per inch. This provides for approximately 63 characters to each line. (Type should be letter quality.)
- Numbers of Lines per Page - Each page of transcription is to contain between 23 and 25 lines of text. The last page may contain fewer lines if it is less than a full page of transcription. Page numbers or notations cannot be considered as part of the count of text lines.
- Margins - Typing is to begin on each page at the 1-1/2 inch left margin



and continue to the ½ inch right margin.

- Spacing - Lines of transcript text are to be double-spaced.
- Indentations.
- Q and A. All "Q" and "A" designations shall begin five spaces from the left margin. A period following the "Q" and "A" designation is optional. The statement following the "Q" and "A" shall begin two spaces from the "Q" and "A". Subsequent lines shall begin at the left margin.
- Colloquy. Speaker identification shall begin on the tenth space from the left margin followed directly by a colon. The statement shall begin on the third space after the colon. Subsequent lines shall begin at the left margin.
- Quotations. Quoted material shall begin on the tenth space from the left margin, with additional quoted lines beginning at the tenth space from the left margin, with appropriate quotation marks used.
- Interruptions of Speech and Simultaneous Discussions - interruptions of speech shall be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking.
- Punctuation and Spelling - punctuation and spelling shall be appropriate standard usage.
- Parentheses - parenthetical notations are generally marked by parentheses; however, brackets may be used. Parenthetical notations shall begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin. Parentheses are used for customary introductory statements such as call to order of court or swearing in a witness. Parentheses are also used for indicating non-verbal behavior, pauses, and read back/playback.
- Legibility - the original transcript and each copy are to be legible without any interlineation materially defacing the transcript.

## CONTENT

- Verbal - except as noted below, the transcript shall contain all words and other verbal expressions uttered during the course of the proceeding.
- Striking of portions of the proceeding - no portion of the proceeding shall be omitted from the record by an order to strike. The material ordered stricken, as well as the order to strike, must all appear in the transcript.

- Editing of speech - the transcript should provide an accurate record of words spoken in the course of proceedings. All grammatical errors, changes of thought, contractions, misstatements, and poorly constructed sentences should be transcribed as spoken. In the interest of readability, however, false starts, stutters, uhms and ahs, and other verbal tics should not normally be included in the transcripts; such verbalizations must be transcribed whenever their exclusion could change a statement's meaning.
- Transcription of Audio/Video Recordings - generally, audio/video recordings played in the court are entered as an exhibit in a proceeding. Since such recordings are under the direct control of the court, audio/video recordings need not be transcribed unless the court so directs.
- Private Communications and Off the Record Conversations - private communications and off the record conversations inadvertently recorded should not be included in the transcript.
- Call to Order, Swearing in, or Affirmation of Witnesses or Jurors - standard summary phrases shall be used for customary introductory statements. These should appear in parentheses and begin with open parentheses on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.
- Identification of Speaker - all speakers must be properly identified throughout the transcript, initially by their full name, thereafter by the following designations or courtesy titles, in capital letters indented ten spaces from the left margin:

Speaker Identification

The Judge THE COURT

Attorney MR., MRS., MS., OR MISS OR ATTORNEY + last name

Witness THE WITNESS

Interpreter THE INTERPRETER

Defendant THE DEFENDANT

Non-verbal - Designation of Portions of Proceedings and Time Occurrence (Parenthetical Notations) - parenthetical notations in a transcript are an electronic reporter's own words, enclosed in parentheses, recording some action or event. Parenthetical notations should be

as short as possible consistent with clarity and standard word usage.

The following parenthetical notations should be used to designate portions of proceedings. Designations requiring a time notation are listed first:

1. Proceedings Started, Recessed, and Adjourned, with Time of Day and Any Future Date Indicated where Appropriate.

Examples:

(Recess at 11:30 a.m.)  
(Recess at 12:30 p.m., until 1:30 p.m.)  
(Proceedings concluded at 4:30 p.m.)

2. Jury In/Out.

Examples:

(Jury out at 10:35 a.m.)  
(Jury in at 10:55 a.m.)

If a jury is involved, it is essential to indicate by the proper parenthetical notation whether the proceeding occurred in the presence of the jury, out of the presence of the jury, out of the hearing of the jury, prior to the jury entering the courtroom, or after the jury left the courtroom.

3. Bench Conferences. This designation should note whether the bench conference is on or off the record. If all the attorneys in court are not participating in the bench conference, the parenthetical notation should so indicate.

Examples:

(Bench conference on the record)  
(Bench conference off the record with Mr. Smith, Mr. Jones and Mrs. Adams)  
(Bench conference concluded)

4. Discussions off the Record. This designation should note where the discussion took place.
5. Chambers Conferences. This designation should note the presence or absence of parties in chambers.

Examples:

(Off the record Chambers Conference with Mr. Smith and Mr. Jones)

(Chambers Conference with Mr. Smith and Mr. Jones)

6. Speaker/Event Identification. References to speakers and events that occur throughout proceedings should be properly noted in capital letters, underlined and centered on the appropriate line.

Examples:

DIRECT EXAMINATION  
RECROSS EXAMINATION  
STATE RESTS

7. Read back/Playback. All read back and/or playback, should be noted as follows:

(The last question was read/played back)

(The record was replayed)

8. Indiscernible or Inaudible Speech. Incomplete records of proceedings are unacceptable in a court of law. Procedures for transcribing inaudibles are as follows:
  - a. Contact the monitor or court where the record was taken.
  - b. Request assistance with the spelling of names, terms or any missing documents that would be helpful.
  - c. Request a new audiotape/electronic record if the quality of the record appears to be poor, or
  - d. Request the assistance of someone at the court who has access to the recording and can listen to the portions in question.
  - e. Finally, make certain to complete the form entitled "Transcriptionist Recording and Log Notes Evaluation." This will be particularly important in assessing any problems the court may be having with equipment or other issues.
9. Non-Verbal Behavior, Pauses – It is the responsibility of the attorneys as well as the judge in some instances to note for the record any significant nonverbal behavior, i.e. physical gestures, and lengthy pauses on the part of a witness. If counsel or the court refers to the witness's affirmative or negative gesture, parenthetical phrases may be used to indicate physical gestures.

Example: (Nods head up and down)  
(Shakes head from side to side)

## **TITLE PAGE**

### **Contents.**

Each transcript is to include a title page containing the following information:

- a. Court name
- b. District/level of court
- c. Case name
- d. Case number
- e. Name and title of judge or other officer presiding
- f. Type of proceeding
- g. Date and time of proceeding
- h. Volume number (if multi-volume)
- i. Name of each attorney and party represented
- j. Electronic reporter's name
- k. Transcriptionist's name, address and telephone number
- l. Method by which the proceedings were recorded and the method by which the transcript was produced.

**Record of Appearance** - beginning on the title page the transcriber is to include the complete record of appearances.

**Cost** - transcriptionists may charge for the title page as a full page of the transcript.

## **INDEXES**

Each volume is to contain an index page which is to be numbered as the 2nd page in any transcript. The index page may be charged as a full page of the transcript.

The index shall indicate the pages at which the direct examination, cross-examination, redirect examination, recross-examination, further redirect examination, and the recall of each witness begins. The index shall also indicate on behalf of whom the witness or the witnesses were called, such as "STATE'S WITNESSES," "DEFENDANT'S WITNESSES," etc.

A separate table in the index should indicate the page at which any exhibit was marked for identification and received into evidence.

## **NUMBERING**

Pages - the pages of the transcript are to be numbered in a single series of consecutive numbers for each proceeding. The page number should be placed at the top right corner of the page flush with the right margin above the first line of transcription. The page number shall not count as a line of transcript.

Volumes - each volume of transcripts should be numbered consecutively. One volume of transcript should be at least equal to one day of court proceedings. Using this method, page numbers will begin with a volume number followed by the page number.

The pages shall be numbered consecutively for an entire multiple-volume transcript.

Examples: 56 (Volume 1, page 56)  
521 (Volume 3, page 521)

## **COVER**

The transcriptionist is to cover at no extra charge the original and each copy of the transcript with front and back covers of good quality sulphite paper and heavy weight transparent plastic or similar material as the court approves.

## **PUNCHED HOLES**

The transcript shall be punched with three (3) holes in the left margin, to be 4-1/4" center to center, with the middle hole centered in the page.

## **CERTIFICATION**

The transcriptionist is to authenticate the original transcript and each copy with a certification on the last page. No additional fee is to be charged for the authentication and certification. The certification is to appear on the last page of each volume of transcript.

Sample Certification:

"I, (insert your name) a court approved transcriptionist(s), do hereby certify that the forgoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, to the best of my professional skills and abilities."

Signature of Transcriptionist    Date

Typed or Printed Name

## **COPIES**

Transcript copies may be reproduced by any method of reproduction which produces black text on white paper. There may be no marking on the original or copies that would hinder the clear reproduction by mechanical means by any court official or party.

## APPENDIX E



### 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 preform 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 precedent.

**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