

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: July 3, 2018

NOTICE OF CONTRACT

COMMODITY: LEGAL RESEARCH SERVICES

CONTRACT NO.: 8002351 **NIGP:** 956-5800

VENDOR: West Publishing Corp. **VENDOR #:** 177732
610 Opperman Drive
Eagan, MN 55123

CONTACT PERSON(S): Emily Douglas
Tel. No.: 401-489-8813
E-Mail: emily.douglas@tr.com

EFFECTIVE FROM: July 1, 2018 through June 30, 2021

PRODUCTS & PRICING:

Fixed Pricing Based on Minimum of 60 Users at DOJ	
Pricing Per User	
Effective Date Range	Monthly Per User Price
Year 1: July 1, 2018 - June 30,2019	\$86.00 Per Month Per User
Year 2: July 1, 2019 - June 30, 2020	\$88.00 Per Month Per User
Year 3: July 1, 2020 - June 30, 2021	\$90.00 Per Month Per User

- Per user pricing is for State Agencies and is based on a minimum of 60 users at the New Hampshire Department of Justice (see Exhibit E).
- Eligibility: State Agencies only.

SCOPE OF WORK

Contractor shall provide Web Based Legal Research services available to all State Agencies. The solution will be hosted by the Contractor and accessible via web-browser. Subject matter shall include, but not be limited to.

- New Hampshire and Federal statutes and regulations including administrative rules
- Court opinions and case law covering federal and New Hampshire courts
- Shepards-type case treatment analysis, legislative histories, public records and other legal databases covering law reviews, legal encyclopedias and treatises

- Specialized legal topics such as tort, contract, administrative law, consumer protection, antitrust, eminent domain, constitutional law, criminal law
- Such materials shall be searchable via keyword or terms and connector-type queries, with online assistance available

ONLINE LEGAL RESEARCH CONTENT

National Primary Materials, Including:

- New Hampshire, other State, and Federal cases, statutes, regulations, and administrative decisions
- Legislative History
- Graphical Statutes
- PastStat Locator
- Regulations with Editorial Enhancements

Analytical Materials, Including:

- ALR, AMJUR, and CJS
- Law Review and Journals
- Legal Treatises and Topical Materials
- News
- Practical Law (Legal-Know)
- Drafting Assistant
- Litigation Features
- Transactional Features
- Public Records, Including:
- PeopleMap Premier
- Company Investigator

SERVICES

- Training (Initial and on-going)
- Service availability (24/7/365)
- Technical support (24/7/365)
- Research assistance (24/7/365)
- Unlimited access/usage of included content
- Unlimited download, email, print of included content
- Editorial Enhancements
- Online full-service citatory and citation verification service (KeyCite, WestCheck)
- Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- Analytical and organizational tools (Folder Analysis, Research Reports, Custom Pages)
- Alerts and Current Awareness services (KeyCite Alert, WestClip) *excludes daily and continuous alerts*
- Online account management tools
- Mobile access

ONGOING ACCOUNT ACTIVITIES

Account Management- Daily support and account management will be handled by

Emily Douglas, Esq., Client Manager

Phone 401-489-8813

Emily.douglas@tr.com

TRAINING

Contractor shall provide several options for training sessions based on the agencies area of practice.

- **On-site:** Westlaw will provide professional training staff at agency locations.
- **Telephone and Webinar:** Westlaw will be available between 7:00a.m. to 7:00p.m. Central Time Monday through Friday for telephone or webinar training.
- **Online:** Free online modular courses are available

TECHNICAL REQUIREMENTS:

A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.

The Contractor will endeavor to provide two (2) business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

The solution must be compatible with the following browsers:

Microsoft Edge 14+
Internet Explorer 11
Chrome 50+
Firefox 35+
Safari 10+

The solution needs to work without any plug-ins or requiring JAVA to be installed, etc.

The solution must be available in a mobile ready format (adapts to different browsers on desktops, tablets or smartphones).

The solution must comply with Title II of the Americans with Disabilities Act, and be consistent in design and navigation with Section 508 of the Rehabilitation Act of 1973 to the extent provided in Contractor's product VPAT.

WARRANTIES

- **SYSTEM**
The Contractor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the RFP.
- **SOFTWARE**
The Contractor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the RFP, and will operate in accordance with the Specifications.
- **NON-INFRINGEMENT**
The Contractor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this RFP, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark,

copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

- **VIRUSES; DESTRUCTIVE PROGRAMMING**
The Contractor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.
- **COMPATIBILITY**
The Contractor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.
- **PROFESSIONAL SERVICES**
The Contractor shall warrant that all Services provided under this Contract shall be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.
- **WARRANTY SERVICES**
The Contractor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Specifications and terms and requirements of the RFP, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.
- **ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS MAINTENANCE RELEASES**
The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

SUBCONTRACTORS

- Contract shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State.
- The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- Subcontractors must abide by all terms and conditions under this Contract.

ADDITIONAL REQUIREMENTS

The State requires ten (10) days advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

INVOICING & PAYMENTS: Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

F.O.B.: F.O.B. Destination to any location within the State of New Hampshire

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

BALANCE OF PRODUCT LINE ITEMS

During the term of contract, the state may purchase other items in relation to Legal Research from the successful Contractor's Balance of Product Line. All items ordered will include all shipping/charges.

QUESTIONS: Direct any questions to Jeff Haley, 603-271-2202 or Jeffrey.Haley@das.nh.gov

Per RFP # 2034-18