



CARROLL COUNTY REGISTRY OF DEEDS  
ADMINISTRATION BUILDING – 95 WATER VILLAGE ROAD  
OSS�PEE, NEW HAMPSHIRE 03864

LISA SCOTT  
REGISTER OF DEEDS

EMAIL: LScott@NHDeeds.com  
TELEPHONE: (603) 539-4872  
FAX: (603) 539-5239

REQUEST FOR PROPOSAL  
CARROLL COUNTY REGISTRY OF DEEDS  
LAND RECORDS MANAGEMENT SYSTEM

You are hereby invited to submit a proposal for a Land Records Management System for the Carroll County Registry of Deeds, located at 95 Water Village Road, Ossipee NH 03864.

The technical specifications and the information necessary to complete the RFP are listed in Attachment A of this request for proposal.

Technical questions should be directed to Lisa Scott, Carroll County Register of Deeds, at 603-539-4872 or [lscott@nhdeeds.com](mailto:lscott@nhdeeds.com). Questions on procedures may be directed to the Commissioners' Office at 603-539-7751.

**Submission Details:**

One (1) original and four (4) copies of the proposal should be submitted in a sealed envelope marked "RFP/Proposal for Land Records Management System" to the Carroll County Commissioners' Office, 95 Water Village Road, Ossipee NH 03864, no later than 4:00 PM, on Thursday, July 22, 2021 to be eligible for consideration.

Other forms of submissions (fax or email) or proposals received after the deadline will be rejected.

Carroll County reserves the right to amend this RFP at any time prior to the time of receipt for bids. Carroll County further reserves the right to reject or cancel any proposal in whole or part, to split a proposal, to waive irregularities, to negotiate cost, or to re-proposal the proposal, as they deem in the best interest of the County.

Proposals may be withdrawn by written notice only provided such notice is received at the Carroll County Registry of Deeds prior to the date/time set as the closing time for receiving proposals.

**Proposal Openings:**

Proposals will be opened publicly at a regular scheduled Meeting of the Board of Carroll County Commissioners in the Administration Building, 95 Water Village Road, Ossipee NH 03864 on Wednesday, July 28, 2021. Proposals will be taken under advisement at that time and will be awarded as soon as complete review and comparison of the proposals received has been made by the Register of Deeds.

**Proposal Award:**

The proposal(s) will be formally awarded to the most responsible submitter as defined by the Registry of Deeds office and announced publicly at a regular scheduled Meeting of the Board of Carroll County Commissioners held in the Administration Building, 95 Water Village Road, Ossipee NH 03864. Formal notification of proposal award to all proposers will occur thereafter.

**RFP Prices:**

Proposal prices are to remain in effect for a period of sixty (60) days from opening date of the proposal and are to remain firm once proposal is awarded to the successful proposer. Proposals shall include pricing options for a one (1) year contract term; three (3) year contract term, a five (5) year contract term and a ten (10) year contract term.

**Performance Clause:**

In the event that the successful awarded proposer/Carroll County should default in the observance of the stipulations set forth in this Request for Proposal and any attachments thereto and such default is not corrected within thirty (30) days of written notice from either party, the successful awarded proposer/Carroll County shall have the option of canceling the proposal.

**Contractual Obligations:**

In the event that contracts for the supply of materials, equipment, or services are required under the bid, the Register of Deeds and Board of Carroll County Commissioners reserves the right to review said contracts and amend them to comply with County legal requirement prior to signing by the appointed representative of the Board of Carroll County Commissioners.

All contracts entered into by Carroll County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.

**Non-Appropriation**

Carroll County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Carroll County's then current fiscal year, subject to annual approval by the Carroll County Delegation. Should Carroll County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Carroll County agrees to deliver prompt notification after any decision

to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.

### **Indemnification**

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Carroll County, including its officials, agents, volunteers and employees, (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION’S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Carroll County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.

### **Insurance Requirements**

The provider shall maintain at all times during the life of this contract the following insurance coverage and must also require its subcontractors to maintain such coverage. Any request for modification of the coverage requirements must be submitted in writing with the proposal, and will be evaluated accordingly.

Workers Compensation Insurance:

The provider shall carry workers compensation insurance as required by the State of New Hampshire.

Comprehensive General Liability Insurance:

The provider shall maintain comprehensive general liability insurance policy which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.

**Motor Vehicle Insurance:**

The provider shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist coverage in an amount of no less than \$1,000,000 combined single limit per accident.

Provider shall provide an insurance certificate confirming the above insurance coverage. The insurance certificate and the underlying coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.

The provider shall file certificate with Carroll County showing that the above insurance has been purchased.

A thirty (30) day notice is required for cancellation and/or material changes of coverage, sent directly to the Carroll County Commissioners Office at 95 Water Village Road, Ossipee NH 03864.

**NOTE:**

**Carroll County reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which Carroll County deems to be in the best interest of the County and to waive any proposal formality.**

Dated this 23<sup>th</sup> day of June 2021.

Sincerely,

Lisa Scott  
Carroll County Register of Deeds

Enclosed: Attachment A

## ATTACHMENT A

### LAND RECORDS MANAGEMENT SYSTEM

The Carroll County Registry of Deeds is soliciting proposals from land records management vendors to provide an Integrated Land Records Management System. Carroll County requires a system that incorporates New Hampshire law, special registry requirements of the Carroll County Registry of Deeds system, and the features, capabilities, look, feel and security of the system currently installed in the Registry of Deeds for the Southern Essex District, in the Commonwealth of Massachusetts.

The Vendor shall provide, install, secure, and support an Integrated Recording System, Indexing/Proofreading System, Image/Index/Retrieval System, Electronic Recording (ERecording) System that supports both traditional Electronic Recording Vendors as well as electronic recording for government agencies and limited electronic recording by members of the public, Registry Website, Corrections System, Financial Accounting System, and Secure Backup System supporting real-time backup of Registry data and images to both onsite and offsite locations. The Vendor shall convert existing data and provide and integrate all operating systems as needed for the operation and functioning of the Carroll County Registry of Deeds. Vendor support shall be available during Carroll County Registry of Deeds business hours and internet remote access hours. The current Carroll County land records management system shall be viewed for complete details by appointment with the Carroll County Register of Deeds.

Each proposal shall include and provide a detailed description of all the services to be provided for the Integrated Land Records Management System. The proposal shall provide a project schedule that includes a presentation on the overall project implementation process for the Carroll County Registry of Deeds. The schedule shall outline key implementation steps for completion of the project through and including final delivery, acceptance, and sign-off. Vendor shall produce and show the Carroll County Registry of Deeds a fully working system tied to Carroll County images and index data by July 23, 2021. References shall be provided showing satisfactory completion of similar land records management systems.

Please provide four separate proposals for pricing of the LAND RECORDS MANAGEMENT SYSTEM including WEB HOSTING/ONLINE ACCESS SERVICES. For a one (1) year contract, a three (3) year contract, a five (5) year contract and a ten (10) year contract.

Any changes to the above specifications shall require approval of the Carroll County Register of Deeds. Clarifications of terms and conditions of the proposal, as well as requests for existing details, and a schedule of mandatory site visit for all submitting vendors shall be directed to:

Lisa Scott, Register of Deeds  
Carroll County Administration Building  
95 Water Village Road  
Ossipee NH 03864  
603-539-4872  
[lscott@nhdeeds.com](mailto:lscott@nhdeeds.com)