

**State of Arkansas
Arkansas Supreme Court
Administrative Office of the Courts**

**Request for Proposals
Image and Electronic
Document Redaction**

NOTICE SEEKING PROPOSALS

Notice is hereby given that the State of Arkansas, Administrative Office of the Courts (AOC) is seeking proposals from qualified firms to provide a commercial off-the-shelf image and electronic document redaction solution for statewide implementation in the courts of Arkansas. The system must have the proven capability of redacting confidential information, including social security numbers, whether typed or handwritten. The system must be capable of redacting source files from a variety of DMS vendors where the source document may be stored in a word processing document, PDF, TIFF, and other file formats. The system must also be capable of employing optical character recognition of scanned images, and storing the redacted file in Adobe's Portable Document Format (PDF).

The work may consist of, but not be limited to, providing software, customization, integration with case management and document management systems, training, and ongoing maintenance services for the Redaction Project. Services provided under this contract may be required for a two-year period with an annual option to renew the contract.

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1 KEY EVENTS AND DATES

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| 1. Issuance of Specifications: | February 17, 2014 |
| 2. Deadline for receipt of questions regarding this RFP: | March 7, 2014
5:00P.M. C.D.T. |
| 3. Deadline for receipt of proposals: | March 21, 2014
May 9, 2014
12:00 P.M. C.D.T. |

2 GENERAL INFORMATION AND INSTRUCTIONS

2.1 Introduction

In order to comply with the redaction requirement of the Arkansas Supreme Court under Section I.E. of Administrative Order 19, the State of Arkansas, Administrative Office of the Courts (AOC), invites proposals for systems and services for the implementation of a comprehensive statewide image and electronic document redaction solution for the Arkansas Judiciary.

The AOC is seeking proposals from qualified firms to provide a commercial off-the-shelf image redaction solution for statewide implementation in the courts of Arkansas. The system must have the proven capability of redacting confidential information, including social security numbers, whether typed or handwritten. The system must be capable of redacting source files from a variety of DMS vendors where the source document may be stored in a word processing document, PDF, TIFF, and other file formats. The system must also be capable of employing optical character recognition of scanned images, and storing the redacted file in Adobe's Portable Document Format (PDF).

The work may consist of, but not be limited to, providing software, customization, integration with case management and document management systems, training, and ongoing maintenance services for the Redaction Project. Services provided under this contract may be required for a two-year period with an annual option to renew the contract.

Section I.E. of Administrative Order 19 (Access to Court Records) provides that:

This order applies to all court records; however clerks and courts may, but are not required to, redact or restrict information that was otherwise public in case records and administrative records created before January 1, 2009. However, confidential information shall be redacted from pre-January 2009 case records and administrative records before remote access is available to such records.

2.2 RFP Questions

No vendor pre-proposal conference will be held. Instead, vendors may submit questions and requests for additional information about the RFP through the project website at **<http://courts.arkansas.gov/redactionrfp>**. The questions and answers will be posted to the project website. To submit questions or request additional information, submit your written question/request no later than the date and time shown in item 2 of section 1 above.

2.3 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all the information requested. If significant errors or misrepresentations are found in the vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the AOC will be the judge as to whether that variance is significant enough to reject the proposal. The AOC reserves the right to accept or reject any parts of any proposals.

2.4 Multi-Vendor Responses

Multi-vendor responses (Joint Ventures) will be allowed only if one of the venture partners is designated as the “primary vendor”. The “primary vendor” must be the joint venture’s contact point for the State and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendors’ systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Multi-vendor proposals must be a consolidated response with all cost items included in the cost proposal. Where necessary, RFP response pages are to include information for each vendor.

2.5 Receipt of Proposals: Timeliness

A copy of the proposal must be submitted to and received by the AOC no later than the date and time specified in this RFP. Any proposals received after the deadline will be disqualified.

2.6 Guidelines for Submission of Proposals

Vendors are required to submit responses to this RFP in PDF format. Vendors must upload responses between 8 a.m. and 12 p.m. CST on ~~March 24~~ May 9, 2014 on the project website at <http://courts.arkansas.gov/redactionrfp>.

2.7 Proposals Signed

Unsigned proposals will be rejected.

2.8 Opening

The AOC may open proposals as they are uploaded in response to this RFP after 8 a.m. on ~~March 24~~ May 9, 2014.

2.9 Format for Proposals

Proposals are to be prepared in a manner designed to provide the AOC with a straightforward presentation of the vendor’s capability to satisfy the requirements of this RFP. It should be contained in a single PDF file. All documentation submitted with the proposal should be included in that single PDF where practical. Because the proposal is a contract document, hyperlinks to information intended to be a part of the proposal that are external to the PDF are not permitted. Internal hyperlinks to information contained in the proposal are permitted. Vendors shall explain in detail the method used to meet each requirement. Elaborate brochures and other promotional materials are not desired.

2.10 Alternate Proposals

Vendors may submit more than one proposal, each of which must satisfy the requirements of this RFP in order to be considered. The alternate proposal(s) must be labeled “Alternate Proposal”, and should address all the requirements of the RFP or specify those portions that the alternate proposal would address, signifying that all other requirements would be accomplished as set forth in the RFP.

2.11 Confidential Information

The AOC will not present, or otherwise make available, any documents relating to this procurement to any other person, agency or organization, other than those evaluating proposals for purpose of award, until notification of intent to award. Trade secrets or proprietary material shall not be disclosed if appropriately marked. The first page of the proposal must be marked to denote whether proprietary information is contained in the documents. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The AOC may not be held liable for disclosing confidential information that is not marked according to these guidelines. **The classification of an entire proposal document, line item prices or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.**

2.12 Contact Limitation

During the period following issuance of the proposal and prior to the statement of intent to award, vendors intending to respond to the RFP shall not directly or indirectly initiate any

contact regarding this RFP with the AOC or the Supreme Court, other than that permitted in section 2.2 above. Contact in violation of this section will disqualify the vendor.

2.13 Proposal Constitutes Offer

By submitting a proposal, the vendor agrees to be governed by the terms and conditions as set forth in this document and any subsequent amendment. Proposals shall be valid at least through August 29, 2014.

2.14 Proposal Security

In order to assure full performance of all obligations imposed on a vendor by contracting with the AOC, within ten (10) working days from the date of the vendor's receipt of the AOC's notification of its intent to award a proposal, the successful vendor may be required to provide a performance security in an amount equal to the contract price submitted by the vendor and accepted by the AOC that shall be valid at least until system acceptance.

The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check or irrevocable letter of credit from an Arkansas bank.

2.15 Competition

It is the vendor's responsibility to advise the AOC if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

2.16 Vendor's Duty to Inspect and Advise

Each vendor shall fully acquaint itself with the scope of this RFP. The failure of a vendor to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such vendor of any obligation with respect to this proposal or to any resulting contract.

Vendors must notify the AOC of all costs reasonably expected. Vendors are notified that their failure to inspect, familiarize themselves with, or otherwise gather information as to the total cost to the AOC, will, in addition to any other remedies available, create cost difference liabilities and claims against the vendor.

2.17 Amendments

If it becomes necessary to revise any part of the RFP, the AOC will issue a written amendment.

2.18 Other Written Basis for Proposal

If any of the vendor's proposal has as its basis written statements (other than the RFP) provided by the AOC (such as notification of a change in the specifications), the vendor is to identify and include those statements in its proposal at the place or places applicable.

2.19 Notice of Award Posting

Notice of Award or Intent to Award will be posted at <http://courts.arkansas.gov>.

3 REDACTION PROJECT INTRODUCTION AND BACKGROUND

3.1 Redaction for the Arkansas Judicial Branch

Access to Arkansas court records is governed by Administrative Order Number 19. In 2013, the order was amended to require that confidential information in electronic documents filed prior to 2009 be redacted before allowing online remote access to the documents. See <http://opinions.aoc.arkansas.gov/weblink8/ElectronicFile.aspx?docid=316757&dbid=0>. In order to satisfy the redaction requirement and to permit online remote access to pre-2009 court documents, the Administrative Office of the Courts has begun a project to select and implement an image and electronic document redaction solution for all Arkansas courts.

3.1.1 Case Management

The AOC is currently implementing a modified version 5.2 of the Contexte case management system from Xerox. The system has been deployed in the Supreme Court and Court of Appeals, in circuit court in 32 of Arkansas's 75 counties, and 8 district courts. The AOC has active implementation projects and project requests in another 26 counties including 4 district courts.

The AOC provides online public access to court information using the Xerox CourtConnect web interface (website: <https://caseinfo.aoc.arkansas.gov>). The public is able to locate information about court filings. If the court is using one of the integrated DMS solutions, and if the court has made remote access to documents available, CourtConnect includes hyperlinks to the local DMS to deliver images of court documents to the public through a web browser.

3.1.2 Electronic Filing

In March 2013, after a one-year pilot project, electronic filing became mandatory for attorneys in the Pulaski County Circuit Court. The AOC is implementing the Tybera eFlex electronic filing solution and will begin rolling out the solution to other courts in 2014.

3.1.3 Document Management

Arkansas is a non-unified judiciary with locally elected circuit clerks and judges. District court clerks are local government employees serving at the pleasure of the district judge. Because the clerks are responsible for court records, the AOC did not provide a centralized document management system solution as the case management system was being deployed.

As part of the appellate court Contexte implementation project, the AOC utilized the integrated imaging functionality of Contexte to store document images in the Contexte Oracle database. After being stored in the database, the image is copied to a local Laserfiche DMS (<http://www.laserfiche.com>), which is also used for publishing the opinions of the appellate courts.

As part of the electronic filing project, the eFlex software was integrated with the DocsServer solution from Dynamic Information Solutions Company, Inc. (D.I.S.C.) (website: <http://www.discllc.com>), which has also been integrated with Contexte. However, in order to facilitate the rollout of electronic filing, future eFlex implementations will use the centralized integrated Contexte image repository for document storage, and, as with the appellate project, make copies of the images available to the courts for storage in a local DMS. For each eFiling implementation, the AOC expects to retrieve images from the court's local DMS and store them in the central image repository. At go-live for eFiling, all scanned and electronically filed documents will first be converted to PDF then stored in the central Contexte repository. Subsequently eFiled or scanned documents will be stored in the Contexte repository then a copy will be made available for storage in a local DMS.

In addition to the DISC DMS, Contexte has been integrated with a DMS from Apprentice Information Systems (website: <http://www.apprenticeis.com>) and a DMS from Fidlar Technologies (website: <http://fidlar.com>). The AOC will not be integrating Contexte with other DMS vendors; however, courts are using other DMS systems, and it is within the scope of this RFP to permit courts using other DMS systems to utilize a contract resulting from this RFP to redact images in order to make them available online to the public.

3.1.4 System Integration Requirements

Because the burden of ongoing redaction is placed upon attorneys and filing parties, there is no anticipated need for an ongoing redaction solution for newly filed documents. However, many courts are engaged in projects to scan back files of court records, so the solution must be capable of interactive redaction of newly scanned historical documents in addition to redacting a repository of previously scanned court documents. The redaction capabilities of

the various DMS used by the courts are unknown, so the extent of use of the redaction solution resulting from this RFP is also unknown.

3.2 Project Goals

The overall goal of the Redaction Project is to permit online remote public access to court documents consistent with the redaction requirements of Administrative Order Number 19.

The successful implementation of the redaction project will result in the following:

- redaction of electronic documents currently stored in the central Contexte database;
- redaction of documents when delivered to the AOC for storage in the Contexte repository as part of an electronic filing implementation;
- a state contract that will allow courts to purchase the services of the vendor for redaction of electronic documents currently stored in local DMS repositories;
- a state contract that will allow court users to purchase vendor software or services to be able to interactively redact documents as part of an historical back-file scanning project.

3.3 Vendor Relationship

The AOC anticipates the formation of a close partnership with the selected vendor to achieve our goals and which will result in a long-term business relationship that is beneficial to both parties. The AOC seeks a vendor that will be a long-term partner, will be able to provide enhancements to the redaction system over time, and will be able to introduce the latest proven technologies as they become available.

4 OVERVIEW OF THE ARKANSAS JUDICIARY

4.1 Introduction

The judicial branch of the State of Arkansas has recently undergone significant changes as a result of the passage of the 80th Amendment to the Constitution of Arkansas. The Arkansas Supreme Court is working to take advantage of this judicial branch reorganization and improve the judiciary's business processes by implementing statewide the Xerox Contexte case management system integrated with the Tybera eFlex electronic filing solution.

Arkansas has a non-unified, three-tier system of courts of appellate, general and limited jurisdiction. The Administrative Office of the Courts has a Court Information Systems Division that has grown from 11 to 68 employee and contractor positions since the court automation project began in 2002. The CIS Division is responsible for assisting in the technology needs of the Supreme Court, the Court of Appeals, and for providing technical guidance to all levels of courts within the State. The division is responsible for implementation and maintenance of the Xerox jury and case management systems and the Tybera eFlex electronic filing solution being deployed in Arkansas courts.

Caseload information for Arkansas courts is available online from the Arkansas Judiciary website at the following address:

<https://courts.arkansas.gov/forms-and-publications/annual-reports>

The Arkansas Court Structure Diagram is available at the following address:

<https://courts.arkansas.gov/sites/default/files/Arkansas%20Court%20Structure.pdf>

4.2 Appellate Courts

The Arkansas Supreme Court has one chief justice and six associate justices elected statewide for eight-year terms. In addition to its appellate jurisdiction, the Court has general superintending control over all courts in the State of Arkansas. The Court of Appeals is composed of 11 judges and one chief judge elected from judicial circuits for eight-year terms.

4.3 General Jurisdiction Courts – Circuit Courts

The 75 counties of Arkansas are divided into 28 judicial circuits, with 121 elected circuit judges. Each circuit judge has at least one trial court assistant and a court reporter, who are all state employees. Each county in the judicial district has a courthouse, and nine counties

have two courthouses, for a total of 84 courthouses statewide. The circuit clerks are elected county officials. In most counties the county clerk is the ex-officio circuit clerk for the probate division.

Pursuant to the Supreme Court's Administrative Order 14 the circuit courts divide their caseloads into five subject matter divisions: criminal, civil, juvenile, probate, and domestic relations. "Probate" means cases relating to decedent estates, trust administration, adoption, guardianship, conservatorship, commitment, change of name, and adult protective custody. "Domestic Relations" means cases relating to divorce, annulment, maintenance, custody, visitation, support, paternity, and domestic abuse. Circuit courts also serve as appellate courts. Cases tried in district court may be appealed to circuit court for a trial *de novo*.

4.4 Limited Jurisdiction Courts – District Courts

District courts have the highest caseload of Arkansas courts. Most cases are uncontested traffic cases. The district courts also hear small claims and civil cases, and have jurisdiction over misdemeanor criminal cases. There are 84 district courts in 238 departments with 110 judges.

5 VENDOR RESPONSE

5.1 Cover Letter

The proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity.

5.2 Executive Overview

The vendor should include an executive overview of its organization, the benefits it brings to this project, its approach to this project, any partnering and subcontracting arrangements that it expects to use in fulfilling this contract, and any additional noteworthy information. In this section the vendor must provide a narrative of what is being proposed. The narrative should include the following items:

- The vendor should describe how the product(s) proposed best meet the State's needs and why the vendor recommends that the State select the product(s).
- The vendor should provide information on any competitive advantage the proposed product has over the competition.
- The vendor should provide a brief overview of the support and maintenance services it provides.

5.3 Vendor Company Information

In this section vendor is required to provide the information requested in Section 7 below.

5.4 Project Plan and Methodology

In this section vendor is required to provide the information requested in Section 8 below.

5.5 System Features, Upgrades, and Future Functionality

In this section vendor is required to provide the information requested in Section 9 below

5.6 Cost Proposal

A person authorized to bind the company should sign the vendor's proposal and include the following statement: "I hereby certify that the prices included in this proposal are accurate and binding and that all costs are shown and accurately reflect my total proposal cost."

Vendors may submit multiple cost proposals.

There are two categories required for the cost proposal:

1. The cost to AOC for software and services to meet the first two project goals:
 - redaction of electronic documents currently stored in the central Contexte database;
 - redaction of documents when delivered to the AOC for storage in the Contexte repository as part of an electronic filing implementation;

2. The cost for individual courts should they desire to engage the vendor to meet the second two project goals:
 - a state contract that will allow courts to purchase the services of the vendor for redaction of images and electronic documents currently stored in local DMS repositories;
 - a state contract that will allow court users to purchase vendor software or services to be able to interactively redact documents as part of an historical back-file scanning project.

The AOC reserves the right to select specific line items of the vendor's proposal. For each of the two categories, the cost proposal should at least address the following:

- Describe your approach to charging for software licensing, and list the software license cost for statewide implementation of the system in all courts in all counties. Because of limited funding and the inability to determine the extent of the need for the software in courts using a DMS, vendors are encouraged to be creative in proposing ways to manage the cost, such as graduated per-seat licensing as the number of available courts utilizing the software increases.
- Describe your approach to charging for redaction of image repositories and the degree to which court personnel would be required to be involved.
- Describe your approach to charging for annual maintenance.
- Describe your approach and charges associated with integrating the redaction solution with document management systems and the Xerox Contexte case management system.
- Provide time and materials rates for software modifications.
- List the cost for any third-party software licenses needed, including database software and operating systems for the proposed solution and include the ongoing maintenance of these licenses. The AOC reserves the right to purchase third-party software directly from its source.
- List any additional costs for software escrow services if applicable.
- List customer service options and their associated costs.
- List training options and their associated costs.
- List any other miscellaneous costs that may be required.
- If your proposed system requires hardware from a specific vendor, please list the costs associated with this hardware.

6 SELECTION PROCESS

Each response will be reviewed to determine if it meets the minimum contractual and technical RFP requirements. Any proposal failing to meet these requirements will be deemed non-responsive and eliminated from further consideration.

Vendors will be evaluated on the demonstrated ability of the system to perform OCR on scanned documents and successfully redact confidential information.

Executive summary and vendor company information are important evaluation criteria as the State intends to identify a redaction solution "partner". Apparent financial stability of proposing suppliers will be measured relative to their ability to meet commitments made during their proposals.

Vendors will be evaluated based upon their proposed project plans and methodology, and their demonstrated ability to successfully complete projects on time and on budget.

Vendors will be evaluated based upon their ability to meet the specific needs and requirements and the ability to satisfy the requirements of Administrative Order Number 19.

The cost evaluation will be based on the total projected cost for the Redaction Project including: licensing, customization, installation, required hardware, services for redacting image repositories, software products and on-going maintenance and support.

6.2 Demonstration or Customer Visits

If multiple vendors satisfy the requirements and project goals and provide viable cost proposals, the AOC reserves the right to invite selected vendors to conduct demonstrations to assist in the decision whether to award a contract. The AOC may, at its discretion, conduct customer visits to view successful redaction implementations.

7 VENDOR COMPANY INFORMATION

7.2 Organizational Background and Professional Qualifications

If you are submitting a multi-vendor response, provide the below listed items for each vendor.

7.3 Vendor Profile

Provide a statement giving a brief history of your organization, how it is organized, and how its available resources will be utilized to meet the State's requirements.

7.4 Qualifications

Briefly provide information that highlights your organization's particular abilities to successfully complete the State's requirements and how you would structure, develop, and manage the project.

7.5 Product History

Describe the history of your solution, including: initial release date, current version number, development history (e.g., was it developed as a marketable package, or as a solution for a particular organization), and the environments to which it has been ported. Please provide a list of case management systems and document management systems with which the system has been successfully integrated.

7.6 Installations

Provide a complete list of your customers for the past five years who have used or are using the product or similar services to those proposed in your response to this RFP, including contact names, addresses, and phone numbers. Indicate whether these are single or multi-jurisdictional installations. Also include the components and product version number each customer currently uses and the corresponding implementation date. Provide date and reason for contract termination, if applicable.

7.7 Staffing Plan

Provide your company's staffing plan for the next three years.

7.8 Customer Service Practices

Provide a statement explaining your customer service practices, including hours of operation, call prioritization system, response times for each level of priority call, number of staff assigned, and location of support. Also include historical information or estimates of the number and duration of customer service calls you receive on a periodic basis (daily, weekly, or monthly).

7.9 Enhancements

Describe the process by which system enhancement opportunities are identified, screened, programmed, tested and released to users.

7.10 Supplemental Information

Provide any supplemental information that you think will be valuable to the State in evaluating your qualifications and personnel regarding your ability to meet the State's requirements.

7.11 Financial Information

7.11.1 Status of Your Firm

If a corporation, list the state and date of incorporation. If other than a corporation, list all general partners, joint ventures and persons or entities with an interest of ten percent (10%) or more in the company, indicating the title, if any, and the percentage of the interest of each.

7.11.2 Financial Stability

Provide proof of your financial stability (e.g., corporate financial statement for the last 5 years).

7.11.3 Failure to Complete Prior Projects

Disclose whether your organization (or any general partner or joint venture thereof) has ever failed to complete an electronic filing project. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.

7.11.4 Lawsuits

Disclose any lawsuits that have been brought against your company in the last five years in relation to the product or similar services to those proposed in the vendor's response to this RFP. Vendors shall list the status of each lawsuit and any outcomes that have occurred.

8 PROJECT PLAN & METHODOLOGY

Provide your proposed plan for providing the functionality desired by the State including:

8.1 Implementation Schedule/Work Plan

Describe your implementation planning process in general. Describe the roles your company will play in implementation and the roles the courts' and State's employees will play. Provide details of your approach to project management.

8.2 Project Plan Documentation

Provide a typical high-level single court implementation schedule listing vendor resources to be deployed, required court and State resources and any other resources that may be assigned to tasks in the project plan. The schedule should include project milestones with target dates measured from project start date. The winning vendor will be expected to work with the AOC project management group to develop a detailed pilot project plan consisting of tasks, start and end dates, assignees, dependencies and status prior to project kick-off.

8.3 System Modification/Customization/Integration Plan

Assuming that your product will require some customization and integration with case and document management systems for deployment in Arkansas, describe your approach to system customization and integration. Include a statement of how the State should request product customizations or enhancements, how they will be delivered, how customization effort is estimated, and any other pertinent information.

Describe the process by which you decide whether a modification will be made to your base package, or whether the modification is a custom modification. Explain the impact product upgrades will have on custom modifications. Describe the Quality Assurance/Testing processes you follow for determining whether an upgrade or custom modification is suitable for release.

8.4 Initial Delivery Date

Indicate the earliest date on which you could deliver your off-the-shelf product and services, and begin implementation. Also include a range of subsequent possible implementation dates, in the event that the State is unable to begin implementation on your earliest delivery and implementation date.

8.5 Training Plan & Schedule

Describe in detail your proposed training plan (both initial and on-going) for users, system administrators, and AOC and court staff. Describe your approach to end-user training and any training you will provide to AOC and court staff. Discuss whether training will occur remotely, on-site, or out-of-state, and what resources the State or court will be required to provide for training.

8.6 Customer Service

Describe your proposed customer service plan, including expected response times broken down by priority levels, hours of operation and emergency availability, and services included and excluded. If alternate plans exist, please explain in detail. Explain to what extent the plan supports databases and software, client applications, system administration and operations scripts and utility programs that are vendor-produced or vendor-supplied third-party tools. Explain the State's responsibilities with respect to support.

8.7 Risk Assessment Methodology

Describe your risk assessment and mitigation methodology and how you would apply it to the implementation of your solution.

9 SYSTEM FEATURES, UPGRADES, AND FUTURE FUNCTIONALITY

Proposals shall explain in a written narrative how their proposed systems address the following issues regarding system features, upgrades, and future functionality. Proposals that do not provide this information will be considered unresponsive and will be excluded from further participation in the evaluation process.

9.1 List and Description of System Features

Provide a list and description of system features.

9.2 Configuration, Reports, Code, Rule, Control Tables

Describe the process for configuring your solution for implementation in a multi-jurisdictional court system. Provide a list and copies of all predefined reports, code, rule, and control tables. Include any mechanisms available for versioning codes (such as begin/end dates).

9.3 File Formats, Multi-media Support, and Security

List the file formats supported for redaction by the system.

9.4 List and Description of Services

Provide a list and description of services available should the court wish to deliver a repository of images for redaction.

9.5 Review and Acceptance

Describe the process used by the clerk to review and accept or reject redactions during an interactive redaction process.

9.6 Person Identification

Describe your approach to identifying information that is to be redacted.

9.7 System Architecture

9.7.1 Execution Environment

- Describe the platform(s) on which your solution runs. Provide an overall execution architecture topology diagram(s) that represents the platforms that your system uses, the software components on each platform and the connections and protocols between each platform. Include a statement regarding your recommended technical environment, being specific about network, server, and workstation requirements.
- Describe which operating systems are supported for each platform (include versions supported). Include what percentage of your installed base is using each operating system in production today. Provide a statement explaining the technical

environments in which you have implemented your product for other customers and the number of each.

- For each operating system supported, provide your minimum and recommended CPU, RAM and hard drive requirements and upon what assumptions these minimum and recommended requirements are based.
- Describe which modules or components come with your base product. Please indicate which additional components are available.
- List any pre-requisite software required for implementation on each of the platforms.
- Describe any other application packages that are inherent in the software that will require contracting from a different vendor.
- List protocols or middleware products used for communications between platforms or tiers.
- If a third-party application server is used in your solution, indicate the product or products that are used.
- Describe the database platform if applicable. State whether the database is specific to the product and whether the database can be customized and how.
- Describe the design of your error handling. Describe what happens in the case of an error; how errors are logged and how they are resolved, including how they are communicated to the client.
- Describe external interfaces that exist in your solution. Describe the method used to access data or applications within the solution from an external application. State what type of application program interfaces (API's) exist for providing this interface. (An example might be an inline redaction process that conducts OCR and redaction on a non-redacted image in a database prior to delivery to the requesting user's web browser).
- If integration with e-mail, fax, other text messaging products, or word processing or spreadsheet programs is included in the solution, indicate the products with which it interacts and explain how your product interfaces with these solutions.
- If integration with multimedia products is included in your solution, indicate the products with which it interacts and explain how your product interfaces with these solutions.
- Describe any system maintenance functions that cannot be completed while the system is in full operation.
- Describe how your system integrates with document management systems and the process for integrating with a new document management system.
- Describe whether and to what degree your system will integrate with the Xerox Contexte case management system.

9.7.2 *Performance, Scalability and Reliability*

- List the key factors that drive the solution's performance and what tools/capabilities exist to tune the performance.

- Identify any limitations related to transaction volumes.
- Describe current SLA's (Service Level Agreements) that are used with your clients. Make sure system availability is addressed.
- Describe your performance benchmarking. Please provide supporting documentation on your benchmarking methods.
- Describe your largest installation (number of concurrent users, transaction volumes, performance, response times, image database size, number of sites and distance between sites, etc.).
- Identify the maximum number of concurrent users doing update, query and reporting that your solution can support, and identify the architecture components that impose these limitations.
- Describe how one would scale the current application and describe the additional infrastructure upgrades to your system requirements that would be necessary to accomplish it. Describe actual episodes, including the outcome, where you have had to scale the platform for your customers.
- Describe the means of monitoring application performance and any ability to place alerts on critical measures.
- Explain whether your solution would meet an uptime requirement of 99.7%, and whether your system is available to clients on a 24x7 basis.

9.7.3 *Data Access/Privacy/Integrity*

- Describe your approach to data security. State how you ensure that data is secure from unauthorized access by internal employees and external entities.
- Describe how concurrent updates to a single record are prevented.
- Describe your data access design, giving particular attention to transaction management.

9.7.4 *System Security*

- Describe the user administration process required for your product.
- Identify the different levels of security that are available. Security must be based on any combination of data element value, transactions type (e.g., add, update), application level (e.g., catalog, sub-catalog), user ID (e.g., individual, group, manager) or device ID (terminal or workstation that the user is working on).
- List any audit reports you provide. Identify the key report fields such as element, user ID and timestamp. Describe how the reports can be used to identify security violations and data corruption. Also, list any other security reports that are available, such as password violation reports or active user list.
- Describe encryption technologies used by your product.
- Describe the user registration, password reset, and new user creation process.

9.7.5 *Development Environment*

- Describe your development methodology and development team structures. State what quality and process improvement programs are in place. State whether there have been any assessments of the development process (e.g., SEI or ISO).
- Describe your code management process. Include your versioning strategy and how often new versions of your solution come out. State whether you do point fixes or whether all fixes are packaged into the next release. Explain whether, if point fixes/patches are made for one client, that affects another client. Describe your process for releasing a new version of the software.
- Describe the maintenance (bug fixing) process used. Include who is responsible for the maintenance of the system, and how you track issues/bugs communicated to you by your clients. Explain your policy regarding correcting these bugs. State how quickly bug fix requests are fulfilled, and how these corrections are communicated to the client. Describe the process and policy for client installation.
- State how many developers are dedicated to development and how many to bug fixes. Describe how you deal with version changes to third party software, including database and operating system software, and your policy for adopting them.
- Describe the development tools used to create your product, including programming language(s), report writers, etc.
- Discuss how the solution can be interfaced to other systems. Include a discussion of any tools or API's that exist to support the creation of interfaces to external systems.

9.8 **Minimum Requirements**

Indicate whether and to what degree the proposed solution meets the following requirements:

- The software is configurable, rules-based software that can be configured by AOC to keep current with changes to Arkansas redaction requirements.
- Redacted information is permanently removed from the document, not merely masked or covered up, and a new document is created.
- All redacted images retain an accuracy rate of 98% or better with less than 1% false positive redaction return.
- The software solution allows the ability to either auto-redact or OCR+1 manual review with images flagged with definite and suspect redaction candidates.
- The software allows for manual redaction as ordered by the court.
- The software has the ability to create both a redacted and non-redacted version of the image.
- The software is able to read and redact both machine printed and handwritten images and unstructured data.
- When redaction rules are changed, the redaction software can examine all existing files and identify where redaction is necessary.
- The final format of redacted images is a searchable pdf and meets ADA compliancy standards.
- If the solution requires an installation on each client machine, the software is updateable without physically touching each client.
- The system is interoperable with any standards-based content or document management system
- The system is able to rapidly recognize or "fingerprint" document types based on previous examples.
- The system is able to extract and classify documents based on those recognized types.

- The system is able to read bar codes or QR codes inherently with no additional cost or modules.
- The system has a powerful one-pass OCR engine that allows both the capture of metadata, indexing, classification and redaction information.
- The system allows for configurable watermarking/stamping of selected documents.
- The system is able to, from a single pass, output two or more redacted versions based on different rules.
- The system provides a forensic audit trail of redactions or changes made to the document.
- The system is able to output to PDF/ Searchable PDF / PDFa / multi-page TIFF.
- The software is able to identify and redact both horizontal and vertical text.

9.9 Design Flaws

State any product design flaws, faults, or omissions of which you are aware. State the status of any solutions to these.

9.10 Ability to Satisfy Requirements of Administrative Order 19

The system must comply with all legal requirements of Administrative Order Number 19. Please describe any system deficiencies that do not comply and the plan for remediation of the deficiencies.

9.11 Assumptions

Clearly state any assumptions you made in preparing your proposal.

9.12 Other Information

Provide additional pertinent information not specifically addressed by this document, including features, documentation, and limitations.

10 CONTRACTUAL OBLIGATIONS

10.1 The Contract Document

Any contract resulting from this solicitation shall consist of the following documents which are listed in order of precedence: (1) any amendment required to resolve any difference between the remaining documents, (2) contract between AOC and vendor, (3) any amendments to the original solicitation in reverse order of issuance, (4) the solicitation as issued by the AOC, (5) any amendments to the successful vendor's proposal accepted by the AOC, (6) the vendor's proposal.

10.2 Patent and Copyright Liability

If notified promptly in writing by the AOC of any action (and all prior claims relating to such action) brought against the State of Arkansas, based on a claim that the State's use of the services or products offered, including software, infringes a United States patent or copyright, the vendor will defend such action at its expense and will pay the costs and damages awarded in any such action. The AOC shall give the vendor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the vendor without its written consent. If principles of government or public law are involved, the State of Arkansas may participate in the defense of any action. If, in the opinion of the vendor, the products furnished hereunder are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the vendor may, at its option and expense, (a) obtain the right for the State to continue to use such goods; or (b) substitute for the alleged infringing products other equally suitable products that are satisfactory to the AOC; or (c) take back such products; provided however, that the vendor will not exercise option (c) until the vendor and the AOC have evaluated options (a) and (b). In such event, vendor will reimburse the AOC for the purchase price of any goods removed pursuant to option (c).

10.3 Ownership of Data

All data and other records entered into any databases of the State or a court or supplied to the vendor by the State or court are, and shall remain, the sole property of the State or court. Vendor shall not copy or use such records without the owner's written consent except to carry out contracted work, or transfer or disclose the contents of such records to any other party not involved in the performance of this agreement.

10.4 Compliance with Administrative Order 19

10.4.1 Vendor will comply with Administrative Order 19 – Access to Public Records, Section X. Contracts With Vendors Providing Information Technology Services Regarding Court Records.

- A. If a court, court agency, or other private or governmental entity contracts with a vendor to provide information technology support to gather, store, or make accessible court records, the contract will require the vendor to comply with the intent and provisions of this access policy. For purposes of this section, the term 'vendor' also includes a non-judicial branch state, county or local governmental agency that provides information technology services to a court.
- B. Each contract shall require the vendor to assist the court in its role of educating litigants and the public about this order. The vendor shall also be responsible for training its employees and subcontractors about the provisions of this order.
- C. Each contract shall prohibit vendors from disseminating bulk or compiled information, without first obtaining approval as required by this order.
- D. Each contract shall require the vendor to acknowledge that court records remain the property of the court and are subject to the directions and orders of the court with respect to the handling and access to the court records, as well as the provisions of this order.
- E. These requirements are in addition to those otherwise imposed by law.

10.5 Force Majeure

Vendor shall not be liable for any damages resulting from any delay in delivery, or failure to give notice of delay, which directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the vendor. The delivery schedule may, upon the prior written request of the vendor, be extended by a period of time equal to the time lost because of such delay.

10.6 Taxes

Prices are to be exclusive of all sales, use, and like taxes. Any tax the vendor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the AOC, and such sums shall be due and payable to the vendor upon acceptance. Any personal property taxes levied after delivery shall be paid by the AOC. It shall be solely the AOC's obligation, after payment to vendor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Vendor agrees to refund any tax collected which is subsequently determined not to be proper and for which a refund has been paid to vendor by the taxing authority.

In the event that the vendor fails to pay, or delays in paying, to any taxing authorities, sums paid by the AOC to vendor, vendor shall be liable to the AOC for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on the vendor's net income or assets shall be the sole responsibility of the vendor.

10.7 Waivers

No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

10.8 Governing Law

Vendor consents to be governed by Section 19-11-246 of the Arkansas Code Annotated and agrees that Section 19-11-246 applies to and governs the agreement. Vendor waives any objection it may have now or hereafter to the administrative process required by Section 19-

11-246. To the extent that Section 19-11-246, by its own terms, does not govern a claim or controversy arising out of or relating to the agreement, vendor agrees that any suit, action or proceeding arising out of or relating to the agreement shall be instituted and maintained only in a state or federal court located in Pulaski County, State of Arkansas. Notwithstanding any other agreement between vendor and the State, the agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, and any suit, action or proceeding arising out of or relating to the agreement shall be governed by the laws of the State of Arkansas. Vendor agrees that any act by the State regarding the agreement is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. As used in this Request for Proposals, the phrase "the State" includes any governmental entity in the State of Arkansas transacting business with the vendor pursuant to this agreement.

10.9 Severability

In the event any provision of this agreement is held to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force.

10.10 Uniform Commercial Code

The applicable provisions of the Uniform Commercial Code as adopted by the State of Arkansas shall govern this contract.

10.11 Uniform Computer Information Transactions Act

The State of Arkansas has not adopted the Uniform Computer Information Transactions Act (UCITA), therefore, regardless of the adoption of UCITA by any states where the vendor may have operations, UCITA does not govern this contract.

10.12 Affirmative Action

Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to, or discrimination by reason of, race, color, religion, sex, national origin, or physical handicap.

10.13 Technology Access

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

10.14 Indemnification

The State of Arkansas, and any governmental entity transacting business with the vendor pursuant to this agreement, their officers, agents, and employees, shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the vendor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the vendor in descriptive literature or specifications submitted with the vendor’s proposal.

10.15 Liability for Damages

Vendor will not be liable to the State for any damages resulting from loss of data or use, or any incidental or consequential damages unless said damages are the result of the vendor’s negligence or willful misconduct.

The State will not be liable for any damages to the vendor resulting from loss of data or use, lost profits, or any incidental or consequential damages unless said damages are the result of the State's gross negligence or willful misconduct.

Vendor will be liable for damages resulting from personal injury or property damage caused by vendor's negligence or intentional harm.

10.16 Compliance with Laws

During the term of the contract, it shall be the vendor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

10.17 Insurance

Vendor shall maintain, throughout the performance of its obligations under this agreement, a policy or policies of Workers Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the vendor any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

10.18 Licenses and Permits

During the term of the contract, the vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits or inspections required by the state, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

10.19 Risk of Loss

The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

10.20 Non-interference

In the event vendor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the State under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to vendor, the State will have the right to deal directly with the other supplier without penalty or interference from vendor.

10.21 Subcontractors

Subcontractors will be permitted only with the prior written express consent of the AOC. Subcontractors are subject to the same terms and conditions of this agreement as the vendor.

10.22 Assignment

No contract or its provisions may be assigned, sublet, or transferred by the vendor without the prior expressed written consent of the AOC.

10.23 Item Substitution

No substitutes will be allowed on purchase orders received from the State without the prior expressed written consent of the AOC.

10.24 Contract Amendments, Modifications & Change Orders

Any change orders, alterations, amendments or other modifications to the contract subsequently negotiated between AOC and the vendor shall not be effective unless reduced to writing and approved by the AOC and the vendor.

10.25 Termination

10.25.1 Notice of Termination

In the event of any termination of the contract by the State, the AOC shall give notice of such termination in writing to the vendor. Notice of termination will be sent by certified mail, return receipt requested.

10.25.2 Termination for Non-Appropriations

Funds for this contract are payable from State and federal appropriations. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this contract, the AOC shall immediately notify vendor or its assignee, of such occurrence, and this contract may create no further obligation of the State as to such current or succeeding fiscal year, and may be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract may be terminated, without penalty or expense to the State of any kind whatsoever, on the last day of the fiscal year for which appropriations were received. After such termination of this contract, the State shall have no continuing obligation to make purchases under this contract. No right of action or damages shall accrue to the benefit of the vendor or its assignee as to that portion of this contract, which may so terminate.

10.25.3 Remedies of Vendor in Event of Non-appropriation

Notwithstanding section 10.25.2 above, in the event of termination of this contract due to non-appropriation, the exclusive remedy of vendor and its assigns shall be to recover and possess any equipment and system, networking, and applications software for which vendor has not received complete payment. Vendor shall be allowed to enter the premises at such times as the State shall reasonably provide. Vendor may retain all payments on such equipment and system, networking, and applications software made by the State prior to said termination.

10.25.4 Insolvency

This contract is voidable and subject to immediate termination by the AOC upon the vendor's insolvency, including, but not limited to, the filing of proceedings in bankruptcy. The insolvency will result in the forfeiture of vendor's performance bond, if required, to the extent that it covers the costs incurred to the AOC from the time of contracting to the termination.

10.25.5 Termination for Convenience

This contract may be terminated for any reason by the AOC provided a sixty (60) day advance notice, in writing, is given to the vendor. In the event that this contract is terminated or canceled upon request and for the convenience of the AOC without sixty (60) days advance written notice, then the AOC shall negotiate reasonable termination costs, if applicable.

10.25.6 Termination for Cause

This contract may be canceled and terminated by the AOC at any time within the contract period whenever it is determined by the AOC that the vendor has made material misrepresentations in response to this RFP, or has materially breached or otherwise materially failed to comply with its obligations hereunder. The AOC will not be liable for any termination costs; the sixty (60) days advance notice requirement is waived.

10.25.7 Contract Violation

Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the State of Arkansas. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any governmental entity.

10.25.8 Orderly Transfer of Materials

Upon termination of the contract for any reason, the AOC shall have the right, upon demand, to obtain access to, and possession of, all state properties, including, but not limited to,

current copies of all state application programs and necessary documentation, all files, intermediate materials and supplies held by the vendor.

10.25.9 Termination by Vendor

Requests for termination of this contract by the vendor must be received in writing by the AOC at least sixty (60) days before the requested contract termination date. Termination by vendor may result in vendor liability for termination costs.

10.26 Software Licenses

10.26.1 Software

Proprietary software is non-custom written, non-made for hire computer software supplied by the vendor and includes documentation used to describe, maintain and use the software. Customized software is made-for-hire, custom written and customer-specific software or customizations to proprietary software developed for the State by vendor and includes documentation used to describe, maintain and use the software. Third-party software is non-custom written, non-made for hire computer software supplied to the vendor by a third-party and includes documentation used to describe, maintain and use the software.

10.26.1.1 License

The contract resulting from this proposal will include a non-exclusive, perpetual license to use the proprietary and customized software acquired hereunder. The State's license to third-party software provided by the vendor shall be subject to the vendor's license to the third-party software; however, the State reserves the right to separately acquire any third-party software proposed by the vendor. Vendor is required to disclose to the State all terms of its license to third-party software that the vendor proposes to provide to the State.

10.26.1.2 Title

Title to any proprietary and customized software provided by the vendor to the State will remain with the vendor.

10.26.1.3 Trade Secrets

The State agrees that the proprietary and customized software is a trade secret of the vendor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the vendor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

10.26.1.4 Vendor Self-Help

Vendor agrees that during, or subsequent to the contract period, it will not use key codes, back doors, or any other technological means of disabling proprietary, customized, or third-party software provided to the State.

10.26.2 Source Code

Source code includes files used by assembly, basic, c, PL/SQL, database packages or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code. Unless otherwise agreed to by both parties, source code does not include third-party software.

In the event the vendor, at any point during the continued installation and operation of the software herein acquired, discontinues the conduct of business, or for any other reason fails to continue to support the software, the AOC shall be provided a copy of the source code for said software within thirty days at no expense to the AOC.

For the effective term of this contract, vendor may either provide directly to the AOC or to a mutually agreed upon escrow agent the most recent version of the source code either on magnetic media or by any other method approved by the AOC.

The source code for proprietary and customized software shall be provided directly to the AOC or deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, enhancement, or release of said licensed software. Regardless of updates, the current version of source code shall be provided directly to the AOC or deposited in escrow on a regularly scheduled basis at a minimum of every 90 days. If deposited in escrow, the software escrow agent shall report to the designated AOC employee receipt of the source code.

Regardless whether the source code is provided directly to the AOC or deposited in escrow, unless otherwise agreed to by both parties, the source code may be accessed only upon the following conditions:

- Vendor refuses to provide software maintenance, bug fixes, upgrades, updates or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- Vendor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations
- With regards to proprietary and customized software, the State may not sell, assign, lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of vendor, its successors, and assigns.

11 APPENDIX MATTER

11.1 Court Technology Improvement Act – Act 328 of 2009

<http://www.arkleg.state.ar.us/assembly/2009/R/Acts/Act328.PDF>

11.2 Administrative Order 19 – Access to Court Records

<https://courts.arkansas.gov/rules-and-administrative-orders/administrative-orders>

11.3 Information Technology Access for the Blind

Arkansas Code Annotated § 25-26-201 to -206

<http://www.lexis-nexis.com/hottopics/arcode/>