

**Imaging of District Court Records
For
The Third Judicial District
Request for Proposals**

The Third Judicial District of Minnesota will accept proposals for digital imaging of court records so that they may be stored and accessed from the Web. The project will include transportation of records for processing off-site, preparatory file purging and destruction of paper, micro fiche, and micro film roll files following imaging. The completed project will be performed according to the specifications described in the detailed Request for Proposal document.

The Third Judicial District reserves the right to accept or reject any and all proposals, waive defects in any bid proposal and to accept the proposal or any part thereof that appears in the opinion of the District, most advantageous to the objectives of the project.

Responder Inquiries

An initial inquiry period is set for all interested Responders to perform a detailed review of the court records scheduled for imaging and purging. Court records can be reviewed in ten counties/ten courthouses participating in the Third Judicial District project. Responders should discuss with on-site Court Administrators the nature and volume of records to be imaged at each site. Responders may submit any written questions relative thereto.

The Third Judicial District will only consider written and timely communications from Responders. An authorized representative of the Responder shall submit inquiries in writing. Only those inquiries received by the established deadline shall be considered by the Third Judicial District. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective Responders.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Darlene Kuhlert
Court Administrator
Houston County Courthouse
304 S. Marshall St.
Caledonia, MN 55921
Darlene.Kuhlert@courts.state.mn.us
507/725-5806

Inquiry deadline no later than 4:30 p.m. CST on Friday, June 2, 2006.

Proposal Submission Deadline:

Final Written Proposals must be submitted to Darlene Kuhlert at the address indicated above no later than 4:30 p.m. CST on Friday, June 9, 2006.

TABLE OF CONTENTS	2
PROJECT DESCRIPTION	3
Demographics.....	3
Objective of the Project.....	3
PROJECT PHASES	4
Inventory.....	4
Transportation of Documents.....	4
Purging.....	4
Imaging.....	4
Web Access.....	4
Indexing.....	5
Preparation of Necessary Paperwork for State Approval.....	5
Destruction of Records.....	5
Timelines.....	5
THIRD JUDICIAL DISTRICT COURT ADMINISTRATORS	6
INSTRUCTIONS TO RESPONDERS	7
Proposal Response Format.....	7
Cover Letter.....	7
Table of Contents.....	7
Responder Qualifications and Experience.....	7
Technical Proposal.....	7
Proposed Cost of the Project.....	8
Project Schedule.....	8
Number of Response Copies.....	8
Project Evaluation.....	8
APPENDIX A: General RFP and Contract Terms	10

PROJECT DESCRIPTION

Demographics

Minnesota's Third Judicial District is comprised of the district courts in the eleven (only ten counties are included in this RFP) counties in southeast Minnesota. The District Courts are courts of original jurisdiction in Minnesota and handle all manner of cases. Each of these cases generates a paper record (some have been converted to micro fiche and/or microfilm rolls) which must be retained according to the Records Retention Schedule promulgated by the Conference of Chief Judges. Court Administrators and the District Administration Office of the Courts in the Third Judicial District seek a responder to create a digital image of and Web access to those records in cases where retention is required by the Records Retention Schedule.

Objective of the Project

The objective of this project is to have a single Responder purge and image court files (paper, micro fiche, and microfilm rolls) which are to be archived under the Records Retention Schedule and stored on and accessed from the Internet. These records will be specified by the Court Administrator in each of the participating ten counties/ten courthouses in the Third Judicial District. In this project the vendor will be expected to: 1) create an inventory of the records in each of the county locations to be destroyed; 2) purge unnecessary documents from files prior to creating a digital image and converting onto a .TIF file format; 3) produce images in accord with Minnesota Historical Society Archival Standards; 4) obtain approval of the image by the Minnesota Historical Society; 5) destroy the records after imaging and approval of the image by the State Historical Society. The digital image of court records will be stored and accessed from the Web. The digital images must be accessible to court users for viewing and printing.

The bid should specify separately the cost of imaging the three types of files: (1) paper; (2) micro fiche; and (3) microfilm rolls.

Case records are now stored in a variety of places within each county. Records may be in file cabinets, on shelves or in boxes. Certain counties have purged information from the older court files. File purging may be required in other counties. The records may be paper -- legal or letter sized, single sided or double sided and may also be on onion skin paper; micro fiche; or microfilm rolls. Files are currently retrieved by court staff who may have to travel to other areas of the court buildings. Court records can date back in excess of fifty years.

PROJECT PHASES

Inventory

The Third District has done a preliminary audit of the files that would be imaged. Approximately 73,800 files at ten county locations will be imaged. Although a single contract is contemplated for the record retention project for all ten counties, the records for each court location will be treated separately within the total project. Cost projections will be prepared for each county and all payments will be calculated on a per county basis. Specifically, the records will be inventoried, imaged, indexed and purged separately by county. The Responder shall create an inventory of the records to be destroyed.

Transportation of Documents

Documents will be purged off site by the responder. The responder will be responsible for transporting the files from the court location to the responder's worksite. The responder should provide transportation of the files from each of the county courthouse locations to the facility where the purging and imaging is to be done. Because of the confidential nature of the records the vehicle used to transport the files should be covered and secure.

Purging

Certain documents and correspondence should be purged from the files according to the state's records retention schedule. The Responder is expected to be familiar with court documents, the court record retention schedule, and the approval process for purging public court records. Answers to questions about particular documents will be the responsibility of the court administrator in the county of record origin.

Imaging

Imaging should be done according to Minnesota State Historical Society archival standards which are incorporated by reference into this Request for Proposals.

Court and Public Access

The archived court records will be stored electronically on the Web. The responder must establish secure electronic access for court personnel and other persons authorized by court administrators to access court files.

Indexing

The court records will be indexed by a unique county identifier established by the court administrator, the case file number, the parties to the action and other relevant information as specified by the court administrator. Responder will provide a W.O.R.M. platter to the Court Administrator's office, containing a clearly readable copy of all scanned court records. Any records subsequently scanned will be integrated into the W.O.R.M. platter and a copy of the updated platter will be delivered to the Court Administrator's office prior to the destruction of court records.

Preparation of Necessary Paperwork for State Approval

The Responder must prepare a PR-1 Permission of Destroy Records Form for all records purged and imaged in accordance with state instructions. Responder is expected to resolve any issues with respect to purging or retention with court officials and state archivists in the preparation of these documents.

Destruction of Records

Records should be destroyed in a secure manner only after approval by the Court Administrator of county/courthouse of origin and the authorized state officials.

Timelines

The project should be completed by June 30, 2007 with the option to extend the project for the period July 1, 2007 through June 30, 2009 as necessary for individual courts within the district.

The project contemplates multiple timelines.

- A) Service Prior to June 30, 2007. The Third Judicial District desires a project timeline that will aggressively purge and convert identified court documents to digital format prior to June 30, 2007.
- B) Thereafter the District seeks the option to extend the contract rates for an additional two year period to purge and archive additional records based on the availability of funds.
- C) The project seeks to establish a rate for internet access charges for the project during the extended project, estimated to be August 15, 2006 through June 30, 2009.

THIRD JUDICIAL DISTRICT COURT ADMINISTRATORS

Annette M. Hodge	Third Judicial District Court Administrator Dodge County	Dodge County Courthouse 22 6 th St East Dept. 12 Mantorville, MN 55955	507/635-6260
James D. Attwood	Third Judicial District Court Administrator Fillmore County	Fillmore County Courthouse P O Box 436 101 Fillmore St. Preston, MN 55965	507/765-3356
Kristi Maiers	Third Judicial District Court Administrator Freeborn County	Freeborn County Courthouse 411 South Broadway Albert Lea, MN 56007	507/377-5153
Darlene Kuhlers	Third Judicial District Court Administrator Houston County	Houston Courthouse 304 S. Marshall St. Caledonia, MN 55921	507/725-5806
Patricia Ball	Third Judicial District Court Administrator Mower County	Mower County Courthouse 201 First St. NE Austin, MN 55912	507/437-9465
Robert Langer	Third Judicial District Court Administrator Rice County	Rice County Courthouse 218 NW Third St Faribault, MN 55021	507/332-6186
Gordon G. Meiners	Third Judicial District Court Administrator Steele County	Steele County Courthouse 111 East Main P O Box 487 Owatonna, MN 55060	507/444-7715
Twila Holtan	Third Judicial District Court Administrator Wabasha County	Wabasha County Courthouse 625 Jefferson Ave. Wabasha, MN 55981	507/565-3012
Douglas H. Prescher	Third Judicial District Court Administrator Waseca County	Waseca County Courthouse 307 North State Street Waseca, MN 56093	507/835-0540
Sally A. Cumiskey	Third Judicial District Court Administrator Winona County	Winona County Courthouse 171 W. Third Street Winona, MN 55987	507/457-6385

INSTRUCTIONS TO RESPONDERS

Proposal Response Format

Any proposal submitted for consideration must follow the format and order of presentation described below:

Cover Letter

Shall contain a summary of the Responder's ability to provide the goods and perform the services described in the RFP and confirm that the Responder is willing to provide those goods and perform those services and enter into a contract with the Third Judicial District. The letter shall be signed by a person having the authority to commit the Responder to a contract.

Table of Contents

Shall be organized to show how each element of the proposal meets the needs stated in the RFP.

Responder Qualifications and Experience

Responder shall provide references for similar or larger scope projects provided to government entities within the past thirteen years. A minimum of ten 10 (not to exceed fifteen) references is required. A contact person and telephone number for each reference must be included.

Technical Proposal

The Responder shall illustrate and describe the technical requirements in Project Description and how the responder intends to conduct the project. Responders shall exhibit their understanding and approach to the project and address how each element will be accomplished.

Proposed Cost of the Project

The successful Responder will include the following:

- a. Price proposal should include a rate per document image. The document image rate (s) should apply for the period between August 2006 and June 30, 2007. The proposal should estimate costs on a per county/courthouse basis based on the volumes indicated in the proposal, which may be adjusted in the actual contract based on funding available. The district seeks to establish rates for the following two year period with volumes to be imaged determined on an as needed basis.
- b. A unit price for file preparatory work and an estimated cost for each county/courthouse throughout the project period of August 2006 and June 30, 2007. The proposal should estimate costs on a per county/courthouse basis based on the volumes indicated in the proposal, which may be adjusted in the actual contract based on funding available. The district seeks to establish rates for the following two year period with volumes to be purged determined on an as needed basis.
- c. Transportation costs for relocating documents to be processed from the court to the responder's facility.
- d. A price for Internet storage and access for the period August 2006 through June 30, 2009.
- e. The cost of any equipment, licenses, or maintenance charges required of the court in conducting this project.

It is understood by the Responder that end results are determinant of work to be done. All service costs to achieve the end result shall be included in the unit prices requested. Additional charges will not be considered for work which, prior to submitting a proposal, could be reasonably inferred as appropriate by examination of specifications and visiting the sites.

Project Schedule

The Responder shall provide a detailed implementation schedule. This schedule is to include implementation actions, timelines, responsible parties, etc.

Number of Response Copies

Each Responder shall submit one (1) signed original response and four (4) additional copies of the proposal.

Project Evaluation

Proposals will be evaluated on the basis of the best value for the court. Best value means achieving an appropriate balance between price and other factors that are key to this particular project. Factors upon which the proposals will be judged include, but are not limited to, the following:

1. Conformance to specifications as defined in this RFP
2. Vendor's familiarity with the Minnesota archival requirements
3. Vendor's familiarity with the Minnesota court records retention schedule and file requirements
4. Vendor's experience in implementing similar projects
5. Vendor's general qualifications including organization size, financial position, and time in business
6. Vendor's ability to support conversions to new technology in the future.
7. The Vendor's ability to guarantee the safety of court records both during conversion, while pending permission to destroy the purged records, and in the Internet environment through software protections.

Appendix A

GENERAL RFP TERMS AND CONTRACT CONDITIONS

1. **Estimated Amount:** The Contract shall be for the actual requirements of the State as ordered by the Third Judicial District covered during the life of the Contract. It shall also be understood and accepted by the Responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.
2. **Time of Submission:** All responses must be received by the Third Judicial District by the due date and time. All responses will be time-stamped showing the date and hour received. LATE RESPONSES WILL NOT BE CONSIDERED.
3. **Alterations or Erasures:** An alteration or erasure of any price contained in the response which is used in determining the lowest responsible offer shall be rejected unless the price figure is crossed out and the correction is printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the response. THIS INCLUDES BUT IS NOT LIMITED TO CORRECTION FLUID AND TYPEWRITER CORRECTION TAPE. RESPONSES PREPARED IN PENCIL WILL BE REJECTED.
4. **Authorized Signature:** The response must be fully and properly executed by an officer or other authorized representative of the Responder. If the Responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the Responder is a partnership, a letter of authorization shall be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.
5. **Acceptance or Rejection of Responses:** The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informalities.
6. **Addenda to the RFP:** Changes to the RFP will be made by addendum. Any addenda issued will become part of the RFP. Each Responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person listed in the RFP.
7. **Responder Errors:** Prior to the opening of responses any Responder may withdraw a response by notifying the Third Judicial District in writing of the desire to withdraw, by appearing in person at the office of the Houston County

Court Administrator, Houston County Courthouse, 304 S. Marshall St., Caledonia, MN 55925, and withdrawing the response, or by telegraphic writing or facsimile received by the Court Administrator requesting withdrawal of the response.

Subsequent to the opening of responses, a person may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the Houston County Court Administrator within a reasonable time after the opening of the response and prior to the State's detrimental reliance on the response.

8. **Specifications:** Responders will be held to strict compliance with the specifications. If the response deviates from the specifications, the deviation must be clearly noted in the response. The State reserves the right to reject any or all responses that are not an approved equal.
9. **Material Deviation:** RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP. IF A RESPONSE MATERIALLY DEVIATES FROM THE RFP IT SHALL BE REJECTED.

A material deviation is an exception to the response solicitation that:

- a. Gives the Responder taking the exception a competitive advantage over other Responders.
 - b. Gives the State something significantly different from what the State requested.
10. **Prices:** All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the extension, the unit price prevails. No more than one unit price may be quoted on anyone item unless otherwise provided for in the RFP. Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
 11. **Cash Discount Terms:** Discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date of receipt of the invoice, receipt of shipment or date of acceptance, whichever is later unless testing is performed, then the date shall be the date of acceptance of the goods or services.
 12. **Payment Terms:** Terms requesting payment in less than 30 days will be changed to read "Net 30 days".

13. **Publicity:** The Responder shall not make any representation of the State's opinion or position as to the quality or effectiveness of the product and/or services that are the subject of the Contract without the prior written consent of the State's Acquisition Management Specialist. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
14. **Taxes:** DO NOT INCLUDE sales tax in pricing. The State of Minnesota holds Direct Payment Permit 1114 and pays tax directly to the Department of Revenue.
15. **Acting in Cases of Doubtful Responsibility:** If the State has a reasonable basis to conclude that a Responder is insufficiently responsible to ensure adequate performance, that Responder's response may be rejected.
16. **Non-responsive Offers:** Responses which do not comply with the RFP will be considered non-responsive and will be rejected.
17. **Award:** Unless otherwise provided for in this RFP, the award will be made to the lowest responsible Responder meeting all terms, conditions, and specifications.
18. **Competition in Responding:** The State desires and encourages free and open competition among responsible Responders. Whenever and wherever possible, the State's Specifications, and General RFP Terms and Conditions will be designed to accomplish this objective, consistent with the necessity to satisfy the State's needs and the accomplishment of a good economical operation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action. Suggestions from Responders regarding requirements of RFP procedures are welcomed and will be given careful consideration.
19. **Governing Law:** The RFP and Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
20. **Laws and Regulations:** Any and all services, articles or equipment offered and furnished must comply fully with all local, state, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination.
21. **Jurisdiction and Venue:** This RFP and the Contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall

be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

22. **Severability:** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and Responder will be relieved of all obligations arising under the provision; if the remainder of the Contract is capable of performance, it will not be affected by the declaration or finding and will be fully performed.
23. **Survivability:** The rights and duties of the State and Responder will survive the expiration or cancellation of the Contract.
24. **Assignment:** Responder cannot assign or transfer any rights or obligations under the Contract without the consent of the State and a fully executed assignment agreement.
25. **Conflict of Terms:** In the event of any conflict between these General RFP Terms and Contract Conditions and any Special Terms and Conditions, the Special Terms and Conditions govern.
26. **Ordering Procedure:** To order services, the entity will issue a Contract for the service required.
27. **Cancellation:** Unless otherwise stated in the Special Terms and Conditions, the State may cancel the Contract upon 30 days' prior written notice. Cancellation may be in whole or in part.
28. **Force Majeure:** A Responder shall be excused from performance under the Contract for any period that the Responder is prevented from performing any deliveries as a result of an act of God, catastrophe, war, civil disturbance, epidemic, court order, or other circumstances beyond the Responder's control.
29. **Insurance:** Certificates of insurance, if called for in the Special Terms and Conditions, must be submitted upon request. Failure to do so may result in rejection of the response.
30. **State Audit:** The books, records, documents, and accounting procedures and practices of Responder and its employees, agents, or subcontractors relevant to the Contract must be made available and subject to examination by the State Legislative Auditor and State Auditor for a minimum of six years from the end of the Contract.
31. **Prompt Pay:** The State shall pay all undisputed invoices within 30 days following receipt of invoice for completed delivery of goods and services.

32. **Payment of Subcontractors:** In the event the Responder hires subcontractors to perform all or some of the duties of the Contract, the Responder understands that Minn. Stat. § 16A. 1245 requires that any such subcontractor be paid within ten days of the Responder's receipt of payment from the State for undisputed services provided by the subcontractor. The Responder agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Responder fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor any amounts due from the Responder for work performed under the Contract and deduct said payment from any remaining amounts due the Responder. Before any such payment is made to a subcontractor, the State shall provide the Responder written notice that payment will be made directly to a subcontractor. The Responder must ensure that subcontractor transfers all intellectual or industrial property rights it may have in the work performed under the Contract to the State consistent with the intellectual property rights ownership article of the Contract. In the event the Responder does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under the Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Responder.
33. **Notice to Responders:** Pursuant to Minn. Stat. § 270.66, Minnesota Responders are required to provide their Minnesota Tax Identification Number (or Social Security Number) and Federal Employer Identification Number. Non-Minnesota Responders are required to provide their Federal Employer Identification Number (or Social Security Number) only. This information will be requested only from successful Responders, and may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require you to file State tax returns and pay delinquent State tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in payment of State obligations.
34. **Hazardous Substances:** To the extent that the goods to be supplied to the State by the Responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Responder must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
35. **Risk of Loss or Damage:** The State is relieved of all risks of loss or damage to the equipment during periods of transportation, installation, and during the time the equipment is in possession of the State, unless and until such time as unencumbered title for the goods is vested in the State and the goods are in exclusive possession of the State.
36. **Indemnification and Hold Harmless:** The Responder shall indemnify, save and hold the State, its representatives and employees, harmless from any and all

claims or causes of action, including all attorneys' fees incurred by the State arising from the performance of the Contract by the Responder or Responder's agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Responder may have with the State's failure to fulfill its obligations pursuant to the Contract.

37. **Default:** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the requisitioning entity after delivery. No substitutions or cancellations are permitted without approval of the State. Back orders, defaults in promised delivery, or failure to meet specifications in the purchase order and/or the RFP authorize the State's Acquisition Management Specialist to cancel the award or any portion of it, purchase elsewhere, and charge the full increase, if any, in cost and handling to the defaulting Responder. A Responder may be removed from the State's responder list or suspended from receiving awards for consistent failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on defaulted Contracts.

39. **Insurance Requirements:**

The successful Responder will BE REQUIRED TO provide a Certificate of Insurance evidencing that the following items are in force and effect during the entire term of the Contract. NO OTHER CERTIFICATE FORMS WILL BE ACCEPTED. The State reserves the right to request a full certified copy of insurance policies.

The Contractor shall not commence work under the contract until it has obtained all the insurance described below and such insurance has been approved by the State of Minnesota, Third Judicial District. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

Policy Endorsement Requirements

Contractor's policies shall be endorsed as follows:

- Name the State, its officers and employees as additional insured with respect to services being provided, except with respect to worker's compensation; however, the State is not liable to the insurance company for any premiums, costs or assessments in connection with the Contractor's policy, as a result of being an additional insured.
- Provide the State with thirty (30) days' advance written notice of cancellations, non-renewals or reduction in limits or coverage or other material change, including the name of the Contract, mailed to the following address:

Judicial District Administration
1210-1/2 NW 7th St
Suite 220
Rochester, MN 559091

The Contractor's policy shall be the primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of this Contract.

The insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

The Contractor is responsible for payment of insurance deductibles. If the Contractor is self-insured, a Certification of Self-Insurance Form must be attached.

Insurance companies must have an "AM Best" rating of B plus V or better.

a. **Workers' Compensation:**

1. Statutory Compensation Coverage

b. **Comprehensive Automobile Liability:**

1. Minimum Limits of Liability:

\$1,000,000 Per Occurrence Combined Single Limit Bodily Injury and Property Damage for:

- a. Owned Automobile
- b. Non-owned Automobile
- c. Hired Automobiles

c. **Commercial General Liability:**

Blanket Contractual Coverage:

Minimum Limits of Liability: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damager per occurrence, \$2,000,000 minimum annual aggregate.

40. **Disposition of Responses:** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as

defined by the Rules of Public Access to the Records of the Judicial Branch, the Responder must:

- a. clearly mark all trade secret materials in its response at the time of the response is submitted,
- b. include a statement with its response justifying the trade secret designation for each item, and
- c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to the RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to RFPs for a minimum of thirteen years.

The State will not consider the prices submitted by the Responder to be trade secret materials.

41. **Public Access to Court Records:** The Responder must comply with the Rules of Public Access to the Records of the Judicial Branch, as it applies to all data provided by the State in accordance with this RFP, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Responder in accordance with this RFP.

In the event the Responder receives a request to release the data referred to in this article, the Responder must immediately notify the State. The State will give the Responder instructions concerning the release of the data to the requesting party before the data is released.

42. **Exclusions:** The Contract will not include items which are established under other general price agreement contracts and special items not offered under this solicitation, or emergency purchases or purchases involving trade-ins.