



Solicitation: RFP No. 02-15071

Bidder/Offeror: \_\_\_\_\_

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FAILURE TO DO SO SHALL SUBJECT YOUR BID TO REJECTION.**

ATTENTION

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**STATE OF NORTH CAROLINA  
ADMINISTRATIVE OFFICE OF THE COURTS  
REQUEST FOR PROPOSAL**

**RFP #02-15071**

TITLE: eCourts Strategic Plan  
USER: NC Administrative Office of the Courts  
Issue Date: October 30, 2015  
Issuing Agency: Administrative Office of the Courts  
Cathy Griner, Procurement Services  
PO Box 2448  
Raleigh NC 27607

Sealed proposals subject to the conditions made a part hereof will be received until **2:00pm (EST), December 16, 2015**, at which time they will be publicly opened for furnishing the services described herein.

SEALED PROPOSALS ARE TO BE SENT DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Hand delivered proposals, or proposals forwarded by means OTHER than the U.S. Post Office should be delivered to the address indicated below.

THE BID OPENING WILL BE HELD AT: Administrative Office of the Courts  
North Carolina Judicial Center  
Cathy Griner, Procurement Services  
901 Corporate Center Drive  
Raleigh, North Carolina 27607

IMPORTANT NOTE: Proposals should indicate the proposal number on the outside of the shipping envelope and be submitted per the "SUBMITTAL INSTRUCTIONS" defined herein.

**Offers submitted via FACSIMILE or ELECTRONICALLY shall not be accepted, and shall NOT be considered.**

**Direct all inquiries to:** Cathy Griner via e-mail at [catherine.b.griner@nccourts.org](mailto:catherine.b.griner@nccourts.org).

**No verbal questions will be accepted for this solicitation. The deadline for accepting questions is 5:00pm (EST), November 18, 2015.**

**ADDENDA:** Any changes to the requirements of this Request for Proposal must be confirmed by written addendum (issued by NCAOC) before it can be considered to be part of this document. Offeror offering otherwise does so at own risk. It is the sole responsibility of the Offeror to obtain any addenda posted to this solicitation from the Interactive Purchasing System (<https://www.ips.state.nc.us/ips/>) and to assure that all addenda have been reviewed and, if required, signed and returned.

**TABULATIONS AND AWARD INFORMATION:** Telephone, electronic and written requests for detailed or written tabulations and abstracts of offers shall not be honored. The Interactive Purchasing System (IPS) allows the public to retrieve bid tabulations electronically from the following site: <https://www.ips.state.nc.us/ips/>. Tabulations will normally be available at this website not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored. Award information is also available at this site.

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available at the following site: <https://vendor.ncgov.com/>

**BID OPENINGS:** In the event of adverse weather conditions (sleet, snow, freezing rain, or hurricane force rain/wind) please call (919) 890-1000 prior to delivering a bid. If you hear a message stating that the NCAOC Adverse Weather Policy is in effect, the Judicial Center will be closed to the public. You may assume that the bid opening has been postponed. The buyer responsible for this solicitation will reschedule the event and an addendum will be posted on the IPS website.

**PROHIBITED COMMUNICATIONS:** From the issuance date of this RFP through the date the contract is awarded, each Offeror (including its subcontractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Offeror's proposal or qualifications, the contents of another Offeror's proposal, another Offeror's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that has the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. Offerors not in compliance with this provision shall be disqualified from contract award, unless it is determined that the best interest of the state would not be served by the disqualification. An Offeror's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only the discussions, communications or transmittals of information authorized by the issuing agency in this RFP or general inquiries to the purchaser regarding the status of the contract award are exempt from this provision.

**EXECUTIVE ORDER NUMBER 50:** This solicitation is exempt from Executive Order Number 50. The discretionary authority granted to the Secretary of Administration in NCGS 143-59 applies only to agencies of the Executive Branch of government. The Judicial Branch is specifically excluded from the authority of the Secretary of Administration by NCGS 143-336(b).

**NOTICE:** Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

**TERM OF CONTRACT:** Any contract which may be awarded pursuant to this request will become effective on the date of award and continue through December 31, 2016. The NCAOC reserves the right to extend any contract awarded, in any increment of its choice, for a maximum contract period not to exceed 36 months (three years).

**AWARD PROCESS:** Offers will be evaluated for completeness. Incomplete offers will be rejected. NCAOC reserves the right to use information obtained from references, interviews, and or presentations as a part of the decision making process as to whether or not any Offeror's proposal shall be further considered. Complete and satisfactory offers will be evaluated for compliance with the requirements defined herein.

**SPECIAL NOTICE:** At their option, the evaluators reserve the right to request interviews, oral presentations or discussion with any or all Offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Offeror.

**IMPORTANT NOTICE:** **The awarded firm for this contract will not be considered for any future eCourts solution solicitations (if applicable). This is to prevent any potential conflict of interest.**

**POST AWARD MEETING:** Within 30 days of award of contract, a post award meeting may be held with representatives of the NC Administrative Office of the Courts. If scheduled, this meeting will be held in Raleigh NC, at a date and time to be determined by NCAOC.

**CONFIDENTIAL INFORMATION:** Refer to Instructions for Bids and Quotes, Paragraph #16 – "Confidential Information". Your entire proposal response may not be deemed confidential. Only information truly proprietary in nature should be so marked in your response. Failure to comply with this requirement may subject your offer to rejection.

**NOTICE TO VENDORS:** The State objects to and shall not be required to evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Request For Proposal and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect and shall not become part of any contract that may result from this RFP.

**OWNERSHIP OF WORK PRODUCT:** It is expressly agreed and understood that any deliverable produced by the awarded contractor related to any program or project the awarded contractor works on pursuant to this contract shall be the sole property of the NCAOC. The contractor shall not sell, resell, assign, license, or sub-license or otherwise transfer any portion of the project, without the express written approval of the NCAOC.

It is further understood that the NCAOC has exclusive ownership right to the product, project, and deliverable which ownership rights include, but are not limited to, the right to sell, transfer, assign, license or sub-license or otherwise convey its interest in the project.

**KEY PERSONNEL:** It shall be agreed and understood, that such personnel, once accepted by NCAOC shall be deemed to be key personnel for the purposes of the resulting agreement, and shall NOT be substituted for by the Offeror without the express, written consent of NCAOC. Should any of the key personnel become unavailable to NCAOC for whatever reason at anytime during the life of said agreement, the Offeror shall immediately propose qualified replacements, who shall be subject to acceptance by NCAOC. NCAOC shall be the sole judge of whether or not such replacements are satisfactory. If, in the judgment of NCAOC, such proposed replacements are not satisfactory NCAOC shall have the right to cancel the existing agreement immediately, and to seek satisfactory personnel through any appropriate State procurement process.

**SECURITY AND BACKGROUND CHECKS:** Contractor shall conduct a national criminal background check on all staff involved in the work of this contract. Any expense related to the background check process is the sole responsibility of the contractor. Staff shall not have been convicted of a felony of any type or of a misdemeanor involving an act of violence or the illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance ("Criminal Offense"). Contractor shall remove any contractor personnel from this contract if they are convicted of a Criminal Offense after they have been assigned to work on this contract not later than five (5) days from the date the contractor knew or should have known about the conviction.

NCAOC may require proof of security background check at any time during the term of the contract. If request for proof of background check is required, contractor shall provide a copy of the background check to the Contract Administrator within 24-hours of the request. NCAOC may otherwise approve any employee or agent provided by the contractor, and may refuse access to or require replacement of any such personnel for cause; including, but not limited to: technical or training qualifications; quality of work; change in security status; non-compliance with the NCAOC's security; or other contract requirements. The NCAOC's removal of contractor personnel pursuant to this requirement shall not relieve contractor of its obligations to perform all work in compliance with the contract terms.

The NCAOC may reject and/or bar any contractor personnel, whether employee or agent, from the State facilities for cause. Facilities, as used herein, shall comprise physical locations, internet based resources or interfaces, intranet resources, or informational resources.

**LIABILITY:** In the event any employee or agent of the contractor is injured on the premises of the agency through no fault of the agency and makes a claim against the agency for such injury, the contractor shall hold the NCAOC harmless from liability of any kind, including all claims and/or losses accruing or resulting to the contractor's agent or employee.

## Introduction

The North Carolina Administrative Office of the Courts (NCAOC) seeks to engage a consultant to assist in the development of a strategic information technology plan pursuant to Section 18A.21.(a) of 2015 N.C. Sess. Laws 241 (H97). The strategic plan will clearly define and articulate NCAOC's strategy, goals, objectives, and initiatives necessary to achieve the vision of e-Courts throughout the state of North Carolina.

The text of the guiding legislation is as follows:

### **E-COURTS INFORMATION TECHNOLOGY INITIATIVE/STRATEGIC PLAN/ADVISORY COMMITTEE/PILOT PROGRAM FOR ONLINE COLLECTION OF COURT COSTS**

**SECTION 18A.21.(a)** The Administrative Office of the Courts shall establish a strategic plan for the design and implementation of its e-Courts information technology initiative... The e-Courts initiative, when fully implemented, will provide for the automation of all court processes, including the electronic filing, retrieval, and processing of documents. The strategic plan shall:

- (1) Clearly articulate the requirements for the e-Courts system, including well-defined milestones, costs parameters, and performance measures.
- (2) Prioritize the funding needs for implementation of the various elements of the system, after consultation with the e-Courts advisory committee established by subsection (c) of this section.
- (3) Identify any potential issues that may arise in the development of the system and plans for mitigating those issues.
- (4) Address the potential for incorporating any currently existing resources into the e-Courts system.

**SECTION 18A.21.(c)** The Administrative Office of the Courts shall establish an e-Courts advisory committee consisting of clerks of superior court, judges, district attorneys, public defenders, and representatives of the State Bar in order to ensure that, in the development and implementation of the strategic plan required by subsection (a) of this section, it has the input and advice of those stakeholders in the e-Courts system and the benefit of the various stakeholders' expertise on the information technology needs of the courts. The advisory committee shall be guided by an executive steering committee.

**OFFEROR'S RESPONSE:**

**It is MANDATORY that the following items be addressed in your written response. Failure to provide this information will subject your bid to rejection.**

1. Brief narrative statement that addresses the history and experience of your company as it relates to the requirements of this RFP.
2. Recommended approach for information gathering and strategic plan development
3. Timeline for the development of the strategic plan development project
4. A list of project deliverables with a timeline and key milestones
5. Fixed price cost for each deliverable, including all expenses  
(NOTE: All pricing is to be included in your COST PROPOSAL and submitted separately as instructed herein.)
6. Resource plan that identifies proposed consultant staff (by name) including qualifications and experience in the creation and delivery of a strategic plan for a similar judicial organization. When accepted by NCAOC, these become "Key Personnel" as defined herein.
7. Demonstrated knowledge that proposed consultant staff has a deep and thorough understanding of existing court technology vendors and product offerings
8. Communication plan for development of the strategic plan that includes routine meetings and status reports against identified milestones.
9. Expectations of NCAOC resources
10. Specific responses and strategy for addressing the four elements as stated in section 18A.21.(a) of S.L. 2015-241 (H97). This is to include detailed information which describes the activities you will undertake to perform the services outlined.
11. Participation with NCAOC in the presentation of the strategic plan to the NC General Assembly, if needed.
12. All required pages of this proposal document completed and returned.

## Project and Requirements Summary

This document, in conjunction with any supplemental documentation as provided and attached to this RFP describes the NCAOC's current architecture, applications, infrastructure and business environment.

NCAOC intends to work with the selected consultant to complete an e-Courts strategic plan to meet the requirements identified in section 18A.21.(a) of S.L. 2015-241 (H97) to include the following:

- A. High level summary of plan scope, agency mission, and e-Courts vision
- B. Problem statement including key process measures and other indicators that show specific need for improvements and that will provide a method to measure success of strategic initiatives after implementation
- C. Strengths, Weaknesses, Opportunities, and Threats analysis and narrative
- D. A gap analysis to identify which of NCAOC's current systems should be retained; which NCAOC systems should be replaced; and which new systems and functionality need to be added to the portfolio.
- E. Enumeration of strategic goals, objectives, and technology initiatives (including timeframes for implementation and estimated budgets)
- F. Definition of the program framework needed to implement the e-Courts strategic plan including:
  - 1. Proposed structure of governance.
  - 2. Proposed implementation roles and responsibilities.
  - 3. Communication plan.
  - 4. Resource plan for NCAOC and consultant resources.
  - 5. High level definition of discrete projects to be included in the program.
  - 6. Roadmap and timeline with milestones.
  - 7. Quality management plan.
  - 8. Risk management plan.



G. Requirements analysis and activities to support the plan should include:

1. High level illustration of the current Judicial System architecture and process flow contrasted with the consultant proposed process flow and architecture.
2. Interviews with advisory committee and other selected stakeholders
3. Business processes and systems that were reviewed to support the strategic plan.
4. Identification of relevant performance measures with baseline measurements that can be used to show process improvements associated with the proposed system changes.
5. Specific business requirements identified to support proposed changes.
6. Specific recommendations for enhancement and/or replacement of existing processes and systems.
7. Specific recommendations for the creation of new processes and systems.
8. Specific impact to current staffing levels expected from any proposed changes.
9. Systems integration requirements for planned changes.
10. Infrastructure requirements for proposed changes.
11. Identification of proposed legislative and/or policy changes required to implement.

H. TRAVEL

The contractor will be required to attend various meetings via teleconference and in person during the term of the contract. The bulk of the meetings may be held in Raleigh, NC and some travel may be necessary across the state for field research. The current Technology Committee meeting schedule may be found at the following link; <http://nccali.org/calendar/?cat1=technology>. These meetings will be conducted at the NC Judicial Center in Raleigh NC. It is anticipated the contractor may attend a large portion of these meetings via teleconference. The contractor shall be responsible for all travel costs associated with this contract.

## **e-Courts Vision**

It is the mission of NCAOC's Technology Services Division (TSD) to use information technology to improve the delivery of services to the public and to provide greater and more convenient access to court personnel.

This e-Courts vision includes the automation of all court processes to provide:

- Virtual courthouses
- Electronic filing, retrieval, and processing of documents
- Convenient access to services and information for the public
- Integration of financial and case data
- Judicial decision support and caseload administration tools

The embodiment of this vision and constant focus on this ideal is expressed internally using the maxim: "The right information, at the right time, right where you are."

## The Need for Strategic Change

The information technology environment in the Judicial Branch in North Carolina has evolved over the course of more than 30 years. Steady, but inconsistent, progress has been made in providing a comprehensive suite of applications and tools for judicial and law enforcement officials to use in the performance of their duties. All of these applications have been built in-house using available technologies at the time they were developed.

While North Carolina can legitimately boast that it has some modern -- in fact sector leading -- applications, the fact remains that the portfolio of applications and development platforms used to provide these capabilities span over three decades of technology and represent a complex mix of both legacy and modern technologies.

Of the 53 major, enterprise-level, line-of-business applications in the portfolio, 11 are over fifteen years old (9 are over 20 years old) and another 11 are less than six years old. The technology used to create these applications is representative of the "state-of-the-art" at the time they were developed however, advancements in technology and user expectations have made some of these applications obsolete by today's standards. A detailed description of the technology used is discussed below.

Of primary importance to the development of a strategic plan is the fact that the last decade has seen significant movement toward integrating system components across judicial and law enforcement functions and providing seamless access to information. From a historical perspective, many of NCAOC's applications were developed to serve a specific user population (i.e., judges, district attorneys, clerks, public defenders, magistrates, or law enforcement) with few, if any, requirements for tight integration.

In fact, early applications were designed to prevent sharing of information between components under the belief that component independence would more adequately support the adversarial process that is fundamental to the judicial system. In recent years, NCAOC's technology staff has interconnected many of these applications with sophisticated and complex application program interfaces (APIs), web-services, and message queues. These methods have greatly increased the usability of the portfolio but have created an intricate environment to support and maintain, particularly as they involve the older legacy systems.

Another key component to the development of the strategic plan is the growing need for anywhere, anytime access to information. Whether within the courtroom, chambers, office, police car or home, judicial and law enforcement officials and the public have expressed the desire to interact with court processes and data seamlessly and interactively. This desire is a fairly recent divergence from traditional interactions with county courts. In the past, local judicial officials interacted with citizens on a face to face basis with information and data (mostly paper based) being the sole province of local officials. As a matter of historical perspective, legacy applications bear these traditional practices.

Advances in technology, together with the desire to reduce costs and improve access, provide the opportunity re-imagine how court officials and citizens interact with each other. The NCAOC desires to drastically reduce, if not eliminate, manual processes and reliance on paper documents. The resulting strategic plan will show a methodical approach for achieving this vision.

## **North Carolina Geography and Demographics**

North Carolina's population is approximately 10 million people, which puts it at the 10<sup>th</sup> largest state in population. The people of North Carolina are scattered unevenly across the state in 100 counties, ranging from Mecklenburg County, with a population now over a million, to Tyrrell County, with less than 4,200. The great range in county populations significantly influences both the availability of local technically savvy resources as well as the need for sophisticated technology systems. Counties with small populations typically have lower transaction volumes and require less automation than those with large populations. The conundrum that faces the NCAOC is that the information systems it provides need to accommodate both small and large counties. This often creates mismatches in the amount of automation provided in judicial information systems with that needed in jurisdictions of various sizes and levels of technology sophistication.

In addition, North Carolina covers nearly 49,000 square miles in area. Since the NCAOC personnel provides assistance to court officials in all 100 counties, they have to cover a lot of miles. The driving distance between Manteo (east) and Murphy (west) is 545 miles (about 10 hours), farther than the drive from Raleigh to New York City (504 miles). In addition, some of North Carolina's terrain is challenging and hard to reach, such as the Outer Banks, the Tidewater areas around Pasquotank County, and some of the mountain counties, such as Cherokee and Swain.

The NCAOC manages a delicate balance between providing effective and timely onsite technology support with providing systems that allow local personnel to operate confidently and self-sufficiently.

As North Carolina becomes more urbanized, nearly all of the state's population growth since 2010 has occurred in urban areas. From 2000 to 2010, North Carolina's population grew by 18.5%, the sixth fastest growth rate among all the states. While this growth rate is projected to slow, according to the UNC Carolina Population Center, "the state as a whole is projected to gain roughly one million residents each decade through 2040 and to rise from being the 10th most populous state to 8th by 2040."

## **Business Environment**

The Judicial Branch has 533 elected officials, including 389 justices and judges, 100 clerks of court, and 44 district attorneys. Another 696 are appointed court officials, including 15 special superior court judges and 681 magistrates. Including these officials and other Judicial Branch employees, the NCAOC supports approximately 6,600 staff with all their technology needs. Despite the process continuity and simplicity that the tenants of the state's unified court system seek to achieve, the demands placed on elected officials by their constituencies often require, sometimes subtle and sometimes dramatic, departures from standard processes. These differences create additional complexity in statewide information systems, processes, and applications.

In addition, more than 33,000 law enforcement officers depend on applications created and supported by the NCAOC. Furthermore, the NCAOC's strategic IT vision includes establishing an electronic case filing system that private attorneys will utilize. Although it is unclear how many attorneys will become system users, the population could be as many as 20,000 across the state. Similarly, North Carolina's citizens often interact with the court system through software applications created by the NCAOC although the number is unknown.

NCAOC technology is also influenced by a very dynamic statutory, procedural, and case law environment. Each session the General Assembly passes new legislation and courts decide cases that have intended or unintended impacts on NCAOC's resources, systems, and workload. These add to the challenges of meeting the information technology needs of all stakeholders in a timely and effective manner.

These, together with variations in local practices and processes within the counties and districts, the close interrelationships with and expectations of local law enforcement, and the many data interfaces with external federal, state, and local agencies and businesses, make for a very dynamic business and technical environment in which the NCAOC operates.

## **Technical Environment**

Supporting thousands of Judicial Branch employees over nearly 49,000 square miles requires thousands of IT components and much coordination. In 260 physical sites in 100 counties, NCAOC supports over 25,000 computer components including:

- 9,500+ PCs monitors, mice, etc.
- 9,300+ telephones
- 4,900+ printers
- 100+ local servers
- 260 network circuits
- 420+ public access terminals
- Many faxes, routers, switches, copiers, scanners, etc.

This distributed network and central datacenter are available around the clock. With NCAOC's enterprise servers, 99.7% of court technology system applications are available 24/7. NCAOC's Network Operations Center monitors this network 24 hours a day to ensure systems are available and running smoothly.

In addition to the infrastructure on which the information technology (IT) network is built, NCAOC supports more than 50 enterprise software applications that enable court officials, law enforcement, and Judicial Branch employees to do their jobs more efficiently and effectively. These applications run on the agency's two mainframe computers (enterprise servers). NCAOC also supports over 200 additional minor or internal applications. These applications have been built on a variety of platforms over more than 30 years. Some applications are considered "legacy" applications, while others are modern and web-based.

## **Datacenter Overview**

- A. Mainframe Environment – 2 IBM Enterprise Servers
  - 1. Model 2964-504 Z13 2,694 MIPS 333 MSU (zOS 1.13, WebSphere, DB2)
  - 2. Model 2828-004 BC12 1,009 MIPS 125 MSU (legacy, zOS 1.13, COBOL, CICS, IMS)
  
- B. Distributed Computing Environment (Cisco UCS Blade infrastructure)
  - 1. 12 B200 M2 Blades with dual 12 core processors and 192 GB RAM
  - 2. 39 B200 M3 Blades with dual 20 core processors and 256 GB RAM
  - 3. 9 B200 M4 Blades with dual 32 core processors and 512 GB RAM
  
- C. 36 stand-alone servers running Windows or Linux
  - 1. 94% Windows 2008 (moving to 2012)
  - 2. 6% Red hat Linux 6.0
  
- D. VM Environment
  - 1. 413 Virtual Servers running on VMware 5.0 (moving to 5.5) in primary data center
  - 2. 145 Virtual Servers running on VMware 5.0 (moving to 5.5) in secondary data center
  - 3. 108 Virtual Servers running on VMware 5.0 (moving to 5.5) in field locations throughout North Carolina
  - 4. VMware High Availability leveraged for local redundancy
  
- E. Storage Area Network
  - 1. EMC VNX 8000 SAN, 1.1 PB capacity
  - 2. SAN to SAN replication to secondary datacenter for continuation of operations and Disaster Recovery leveraging EMC Recover point

## Statewide Network Overview

The NCAOC's wide area network comprises 260 network segments throughout the state. The network core consists of 7 regional points of presence (rPOPs) forming a 1 Gbps redundant ring (rPOPs are located in Rocky Mount, Greensboro, Asheville, Charlotte, Wilmington, Fayetteville, and Raleigh). Each rPOP has a failover router for path recovery on the ring. There are also two points of entry back to the Main Data Center on the ring (Charlotte and Raleigh).

Each of the 260 locations (courthouse or county facility) has its own Metro-E connection to its corresponding geographic rPOP location. The vast majority of the locations have a 10 Mbps Metro-E circuit, however, larger locations have higher capacity circuits (1 site has 100Mbps, 4 sites have 50 Mbps, 11 sites have 25Mbps). The rPOP topology is shown in Figure 1.

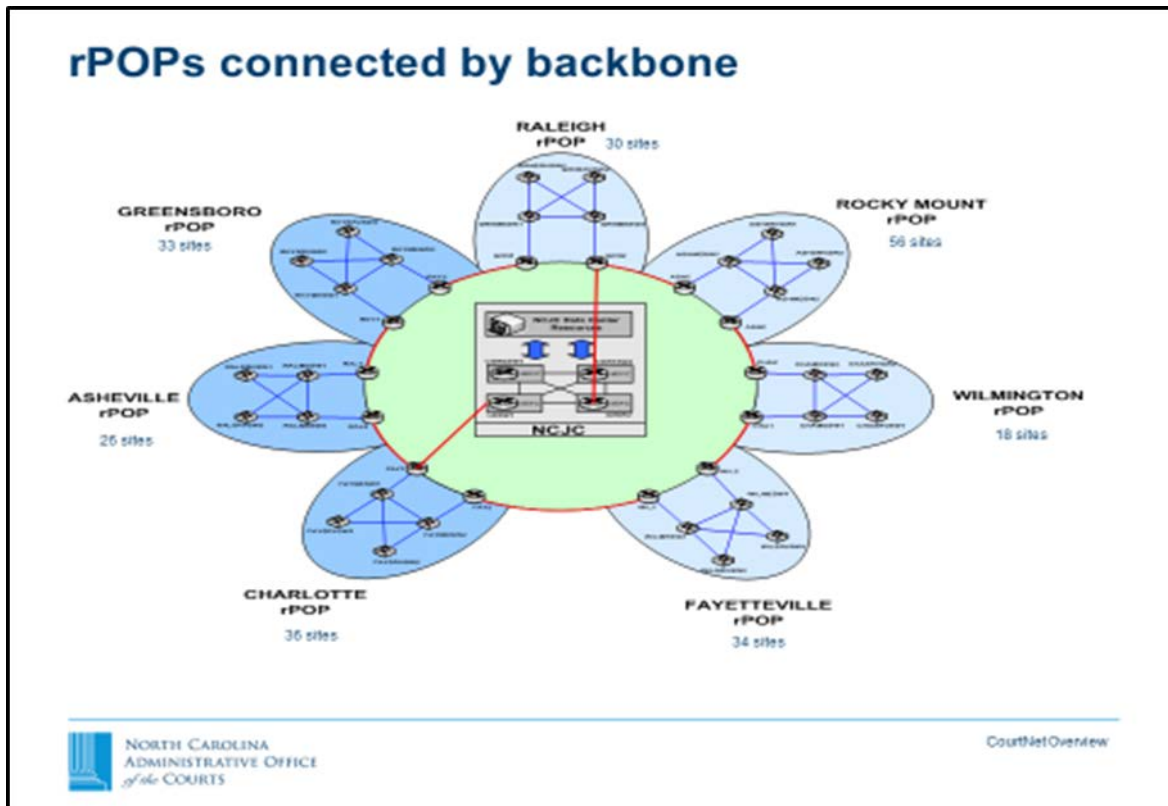


Figure 1: Core Network Topology

## Desktop Configuration Overview

The typical desktop configuration for judicial branch employees is a PC, laptop, or workstation running Microsoft Windows and the Microsoft Office suite. PDF documents are an accepted standard throughout the judicial branch and each workstation includes PDF reader software. As some of the enterprise applications are COBOL-based, most desktops also contain 3270 terminal emulation software. The NCAOC's lifecycle replacement practice seeks to ensure that no desktop computing hardware is older than 6 years.

## Enterprise Application/ Development Platform Overview

### A. z/OS Mainframe Platform

1. Technology Stack: WebSphere v7/8.5, CICS v Transaction Server 4.2, MQ v8, DB2 v10, IMS v12/13, VSAM v1.13, RACF, USS v1.13
2. Programming Environment: JEE 5/Java v1.6, COBOL v4.2
3. Application Architecture: Service oriented/web-based, messaging, and batch

### B. Distributed Blade Platform

1. Technology Stack: IIS 7, Microsoft SQL Server 2008 R2 64-bit, SharePoint v2010 Enterprise 64-bit, Active Directory 2003/2008, Windows 2008, JBoss v5.2, Apache Tomcat v7
2. Programming Environment: .NET/ASP 3.5, JEE 5/Java v1.5
3. Application Architecture: Service oriented/web-based

Figure 2 below illustrates the enterprise application technology stack.

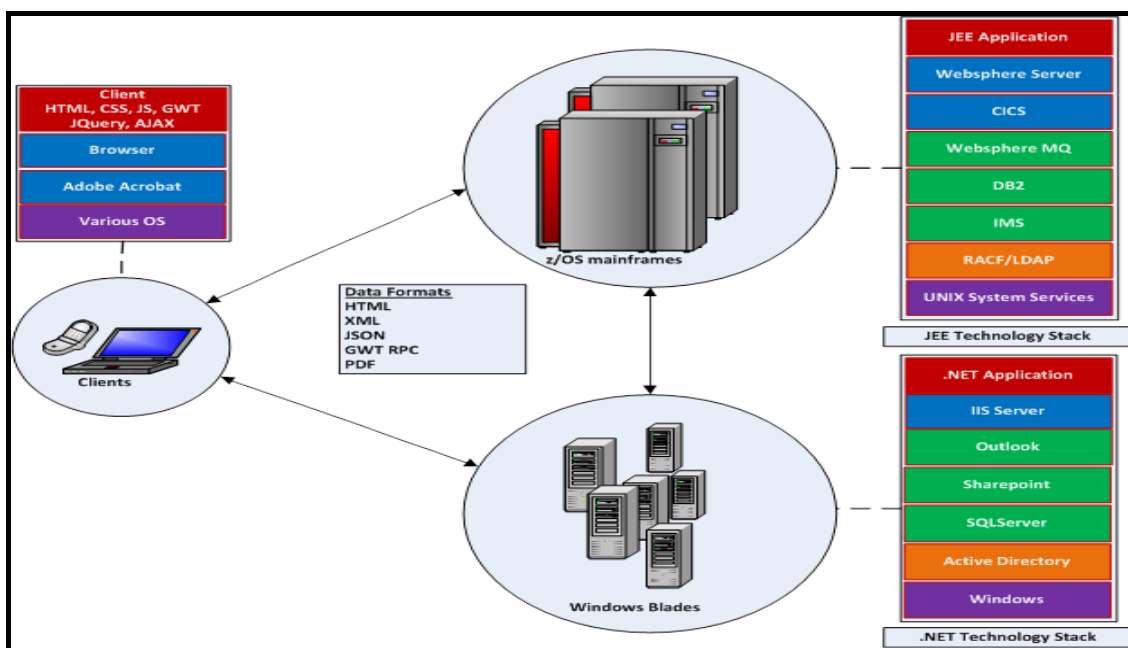


Figure 2: Enterprise Application Technology Stack

## Transaction Throughput and Trends

With the NCAOC's many applications; millions of cases, processes, and transactions flow through the NCAOC's information systems. Below is a list of transaction volumes for several statewide systems to provide an indication of transaction volume (as of June 30, 2014):

- **North Carolina Automated Warrant Repository (NCAWARE)**
  - Over 10 million processes (served and unserved)
  - 684,000+ processes/year
  - 41,000+ court and law enforcement users
- **Automated Criminal/Infractions System (ACIS)**
  - 2.2 million cases filed (FY 2013–14)
  - 2.3 million case dispositions (FY 2013–14)
  - 1 million transactions/day
  - 27,000+ users
- **Criminal Court Information System – Clerk Component (CCIS-CC)**
  - 1.4 million cases processed/year (FY 2013–14)
  - 16,000 automatic record corrections fed to DMV systems
- **Criminal Court Information System – District Attorney (CCIS-DA)**
  - Over 6.7 million cases tracked
  - 1,300+ users
- **Discovery Automation System (DAS)**
  - Over 795,000 documents under management
  - Over 138 million pages
  - More than 6,300 users
  - Multimedia files (audio/video)
- **eCITATION**
  - 9.2 million citations processed since inception (1999)
  - 88% of all non-arrestable citations statewide
  - 3,607 citations created each day
  - Used by over 18,000 officers in over 420 law enforcement agencies
- **Email**
  - Nearly 62 million external messages processed in FY 2013–14
- **Civil Case Processing (VCAP)**
  - Average of 300,000 daily transactions
  - Over 19 million cases
- **Financial Management System (FMS)**
  - More than \$740 million disbursed in FY 2013–14
  - Over 2.5 million receipts

A complete listing of NCAOC systems, applications, and functionality will be provided to the successful bidder during the strategic plan development project. Appendix A contains a list of links to system documentation made available to the public on the NCAOC website.



## Summary

This Request for Proposal outlines the requirements and components for an e-Courts strategic plan. The NCAOC wishes to engage with a knowledgeable partner to complete this plan. It is critical that the selected partner is thoroughly versed in the trends, best practices, emerging issues, service providers, and technology products available in the administration of justice and court technology community.

Information in this document is meant to be illustrative of the current NCAOC technology environment. Further details, including current technology initiatives and advisory committee structure, will be provided to the successful proposer upon project initiation.

## Appendix A: Links to NCAOC System and Application Fact sheets

- Overview of the Technology Services Division:  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_Facts.pdf)
- Automated Criminal/Infractions System (ACIS):  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_ACIS\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_ACIS_Facts.pdf)
- Criminal Court Information System – Clerks’ Component (CCIS-CC):  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_CCIS\\_CC\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_CCIS_CC_Facts.pdf)
- Criminal Court Information System – District Attorneys’ (CCIS-DA):  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_CCIS\\_DA\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_CCIS_DA_Facts.pdf)
- Discovery Automation System (DAS):  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_DAS\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_DAS_Facts.pdf)
- eCITATION®:  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_eCitation\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_eCitation_Facts.pdf)
- Financial Management System (FMS):  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_FMS\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_FMS_Facts.pdf)
- North Carolina Statewide Warrant Repository (NCAWARE):  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_NCAWARE\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_NCAWARE_Facts.pdf)
- payNcticket:  
[http://www.nccourts.org/Citizens/JData/Documents/Technology\\_payNcticket\\_Facts.pdf](http://www.nccourts.org/Citizens/JData/Documents/Technology_payNcticket_Facts.pdf)
- Magistrate Video Program (MVP):  
[http://www.nccourts.org/Citizens/JData/Documents/magistrate\\_video\\_project.pdf](http://www.nccourts.org/Citizens/JData/Documents/magistrate_video_project.pdf)
- North Carolina’s Criminal Justice Computer Systems and their relationship with other state criminal justice computer systems: <http://www.nccourts.org/Citizens/JData/Factsheets.asp>
- Criminal court information systems Interfaces to other government agency and business systems: <http://www.nccourts.org/Citizens/JData/Documents/ExternalCriminalInterfaces.pdf>
- Non-criminal court information systems Interfaces to other government agency and business systems: <http://www.nccourts.org/Citizens/JData/Documents/ExternalNon-CriminalInterfaces.pdf>

**Company Information:**

1. **Name:** \_\_\_\_\_

2. **Business Structure:** Corporation \_\_\_\_ Partnership \_\_\_\_  
Proprietorship \_\_\_\_ Other \_\_\_\_ (specify) \_\_\_\_\_

3. **Physical Address of Company Headquarters**

Street \_\_\_\_\_

City, State, and Zip \_\_\_\_\_

4. **Address of Branch Submitting Offer** (Please indicate if same as above.)

Street \_\_\_\_\_

P.O. Box (if applicable) \_\_\_\_\_

City, State, and Zip \_\_\_\_\_

5. **Name and Address of CEO:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

6. **Name of Authorized Contact Person (authorized to bind company) who is responsible for this offer:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

This page is required to be returned. Failure to comply will result in the rejection of your proposal.

**Provide the information requested below for each of three references:**

(These references are to be companies or governments that you have completed projects of similar scope and size.)

REFERENCE NUMBER ONE:

- 1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

REFERENCE NUMBER TWO:

- 2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

REFERENCE NUMBER THREE:

- 3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Financial Reference: Provide the name and address of your primary bank, and contact person for the bank.**

- 1. Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

This page is required to be returned. Failure to comply will result in the rejection of your proposal.

## **SUBMITTAL INSTRUCTIONS:**

Follow the instructions which are given for each piece of information requested. **Failure to follow instructions shall result in the rejection of your proposal.**

**TECHNICAL PROPOSAL:** The information required in "OFFERORS RESPONSE", is to be enclosed in a sealed envelope and identified on the outside as **TECHNICAL RESPONSE to RFP 02-15071**. Your firm name should also be indicated on the envelope.

**Please submit ONE original and THREE copies of your TECHNICAL RESPONSE.**

**COST PROPOSAL:** Complete your COST PROPOSAL and include all items to be billed to AOC. Place this document in a separate sealed envelope. Identify this envelope as **COST PROPOSAL for RFP 02-15071**. Your firm name should also be indicated on the envelope.

**Please submit ONE original of your COST PROPOSAL – additional copies are not required.**

Place the envelopes described above (Technical Proposal and Cost Proposal) in a third envelope identified as **RFP #02-15071**, and submit this package to the address indicated on the cover page of this request no later than the date and time stipulated. **LATE OFFERS WILL NOT BE CONSIDERED.**

Do NOT include cost information with your technical proposal. Do NOT include technical information with your cost proposal. Failure to comply with this instruction will subject your offer to rejection.

**EXECUTION OF PROPOSAL**

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- All labor costs have been determined and are included in the cost proposal.
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish all of the services described herein for the price(s) contained in this cost proposal.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ Fax Number: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name Typed or Printed)

\*\*\*\*\*

ACCEPTANCE OF PROPOSAL:

Administrative Office of the Courts

BY: \_\_\_\_\_ TITLE \_\_\_\_\_ DATE: \_\_\_\_\_

One executed copy of this page shall be included with your technical proposal. Failure to comply shall result in the rejection of your proposal.

## ADMINISTRATIVE OFFICE OF THE COURTS

### INSTRUCTIONS FOR BIDS AND QUOTES

1. READ, REVIEW, AND COMPLY: It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. NOTICE TO OFFERORS: All offers are subject to the provisions of the Instructions for Bids and Quotes, special terms and conditions specific to this procurement document, and the Administrative Office of the Courts General Contract Terms and Conditions. NCAOC objects to and will not evaluate or consider any additional terms and conditions submitted with any offer. This applies to language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. DEFINITIONS:
  - **OFFEROR**: Company, firm, corporation, partnership, individual submitting a response to a procurement document.
  - **TERM CONTRACT**: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **OPEN MARKET CONTRACT**: A contract for the purchase of (one transaction) a specific quantity of a specified commodity.
4. EXECUTION: Failure to sign under EXECUTION section will render offer invalid.
5. TIME FOR CONSIDERATION: Unless indicated on the first page of this document, the offer shall be valid for 45 days from the date of opening. Preference may be given to offers allowing not less than 45 days for consideration and acceptance.
6. PROMPT PAYMENT DISCOUNTS: Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of contract except as a factor in resolving cases of identical prices.
7. SPECIFICATIONS: Any deviation from the specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this procurement document, the order of precedence shall be: (1) special terms and conditions specific to this document; (2) specifications; (3) Administrative Office of the Courts General Contract Terms and Conditions; and (4) Instructions for Bids and Quotes.
9. INFORMATION AND DESCRIPTIVE LITERATURE: Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this document, each offeror must submit with their offer, sketches, descriptive literature and/or complete specifications covering the product offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements will be subject to rejection.
10. RECYCLING AND SOURCE REDUCTION: It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. We also promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the buyers in the Administrative Office of the Courts Purchasing Division those products or packaging they offer which have recycled content and that are recyclable.
11. CLARIFICATIONS/INTERPRETATIONS: Any and all questions regarding this document must be addressed to the buyer named on the cover sheet of this document. Do not contact any user directly. Any and all revisions to this document shall be made only by written addendum from the Administrative Office of the Courts Purchasing Division. The offeror is cautioned that the requirements of this document can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. ACCEPTANCE AND REJECTION: NCAOC reserves the right to reject any and all offers, to waive any informality in offers, and unless otherwise specified by the offeror, to accept and item in the procurement document. If either a unit price or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.
13. REFERENCES: NCAOC reserves the right to require a list of users of the exact item offered. NCAOC may contact these users to determine acceptability of the offer. Such information may be considered in the evaluation of the offer.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48, NCAOC invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **AWARD OF CONTRACT:** Qualified offers will be evaluated and acceptance made of the lowest and best offer most advantageous to the NCAOC as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the procurement document; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by NCAOC to be pertinent or peculiar to the purchase in question. Unless otherwise specified by NCAOC or the offeror, NCAOC reserves the right to accept any item or group of items on a multi-item procurement document. In addition, on TERM CONTRACTS, NCAOC reserves the right to make partial, progressive or multiple awards; where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; or other factors deemed by NCAOC to be pertinent or peculiar to the purchase in question.
16. **CONFIDENTIAL INFORMATION:** As provided by statute and policy, NCAOC will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
17. **TAXES:**
- **FEDERAL:** The NCAOC is exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Contractor will be completed and returned by the NCAOC.
  - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
18. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the offeror's expense. Request for return of samples must be made within 10 days following date of opening. Otherwise samples will become property of NCAOC. Each individual sample must be labeled with the offeror's name, bid or quote number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** Protest procedures are available from the Administrative Office of the Courts, Purchasing Services Division, P.O. Box 2448, Raleigh, North Carolina 27602. Any protest must be in writing, and received by NCAOC Purchasing Services Division not later than 15 days after the award of the contract in question.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS (NCAOC)**  
**GENERAL CONTRACT TERMS AND CONDITIONS**  
**(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the NCAOC.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the NCAOC's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the NCAOC's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the NCAOC shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the NCAOC, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the NCAOC for damages sustained by the NCAOC by virtue of any breach of this agreement, and the NCAOC may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the NCAOC from such breach can be determined.

In case of default by the Contractor, the NCAOC may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The NCAOC reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the NCAOC.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the NCAOC may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The NCAOC may terminate this agreement at any time by 15 *days* notice in writing from the NCAOC to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the NCAOC, become its property. If the contract is terminated by the NCAOC as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the NCAOC for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the NCAOC.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the NCAOC for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.



13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the NCAOC purchasing authority, the NCAOC may:
  - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
 In no event shall such approval and action obligate the NCAOC to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **GENERAL INDEMNITY:** Contractor shall hold and save the State, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing Contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of the Contract.
18. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency (NCAOC), or the name of the State of North Carolina as part of any commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
 

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the NCAOC and the Contractor.

21. **TAXES:** G.S. 143-59.1 bars the Administrative Office of the Courts from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement (“product” shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **PRICE ADJUSTMENTS (MULTI-YEAR CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to the NCAOC, in writing, concerning any proposed price adjustments.  
Such notification shall be accompanied by copy of manufacturer’s official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** NCAOC shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with NCAOC reserving the right to accept or reject the increase, or cancel the contract. Such action by NCAOC shall occur not later than 15 days after the receipt by NCAOC of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.