



OPENTEXT

THE POWER OF INFORMATION

# Proposal Submitted for RFP 920-C1 – Digital Imaging Services

OpenText response to State of Texas, Council on Competitive  
Government's RFP No. 920 C1

OpenText Inc. | 10537 Gulfdale Street | San Antonio, TX, 78216  
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**Due Date: May 27, 2014**  
**Time: 2pm CT**

May 27, 2014

David B. Bennett, CPTM, CTCM  
Strategic Sourcing Division  
State of Texas, Council on Competitive Government  
Texas Comptroller of Public Accounts, P.O. Box 13186  
Austin, Texas, 78711

Dear David,

Thank you for your invitation to participate in the Digital Imaging Services RFP No. 920 C1 response. OpenText is proud to be one of eight current vendors performing the tasks outlined in this RFP for the past four years. We are confident in our performance under the current contract and are pleased to enclose our response to this new RFP submission process.

Our proposal details the services which we feel best suit the requirements and needs of the outlined Council on Competitive Government (CCG) Digital Imaging Services RFP. We trust our response it will enable you to make a sound business decision for the digital conversion needs of the great State of Texas. We want you to know that OpenText is ready to be selected as the sole vendor to serve the interest of all the agencies in the State of Texas.

OpenText Information Outsourcing Services (IOS) enables state agencies to manage all enterprise content in the context of paper and film conversion services as well as vital business processes. OpenText services stand out from all other competitive offerings because:

- CCG has the assurance of a vendor with proven success with almost half of the \$9.5 million listed in conversion services in the last 12 months (Attachment D- Pricing Sheet – Historical Customer Data). The CCG stands to benefit from our expertise and knowledge of the existing contract.
- IOS has an existing wide base of public sector conversion clients in Texas; which include three of the top five governmental entities utilizing the CCG Schedule: The Texas Department of Motor Vehicles, Bexar County, and The Secretary of State. (Again refer to Attachment D- Pricing Sheet – Historical Customer Data).
- IOS has the focus and has made the investment to the Public Sector in new Texas facilities, personnel, HUB partnerships, and marketing to maximize the CCG contract for governmental agencies.

We look forward to discussing the OpenText contribution to the success of the business objectives of this RFP.

Regards,

*CGB*

**Chuck Barnett**

Vice President, IOS

(210) 826-5501

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## At a Glance



**HEADQUARTERS**  
Waterloo, Ontario



**EMPLOYEES**  
More than 8,000



**REVENUE**  
US \$1,363,336,000  
FY2013



**PROFIT**  
\$148,520,000  
Profitable for 13  
consecutive years



**KEY FACTS**  
Global EIM\* leader  
100 million users in  
141 countries

\*OpenText Enterprise Information Management (EIM): Bringing structure to the unstructured by unleashing the power of information. The EIM technologies and business solutions allow organizations to take full advantage of enterprise information.



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## Executive Summary

The Council on Competitive Government (CCG), The Texas State Library (TSL) and OpenText Information Outsourcing Services (IOS) has enjoyed a successful relationship under the existing CCG Contract over the past four years. During this four-year partnership, IOS has been successful to the extent that, of all the Historical Customer Data listed within Attachment D – Pricing Sheet, IOS has performed approximately \$4.7 million of the total \$9.5 million of this contract over the past 12 months! Additionally, IOS has performed services exclusively for two of the top three agencies: The Department of Motor Vehicles and Bexar County.

The State of Texas needs the assurance that the services being received are the best value for the public. In this document, you will see why OpenText represents the primary vendor offering the most value when it comes to your digital imaging conversion service needs.

**"OpenText has provided our agency confidential, high volume levels of service and product quality. Often, OpenText has recommended procedure improvements on the titling and vehicle registration forms to allow higher levels of data integrity and improve the Texas Vehicle title Registration Process."**

*-Bobby J. Johnson, (Retired) Director – Regional Services Section, Vehicle Titles and Registration Division, Texas Department of Motor Vehicles (2007)*

## Why OpenText

**Focus** – The CCG contract has been, and will be, our focus for digital imaging conversion work; this is proven to be true in the amount of projects that have been produced under the current agreement. In just the first 18 months of the last four-year agreement, CCG’s investment produced an effective sales and marketing team at IOS that has led to multiple agencies taking advantage of the centralized contract mechanism. We are also backed by a financially strong and profitable global enterprise information management that promises a vendor that is here for the long-term.

**Competitive Offering** - IOS investment in people, facilities, hardware, and software have allowed us to remain the most competitive in the State of Texas. In nearly every head-to-head situation with our competitors at PAs, IOS have won the business – often without a BAFO being issued.

**Marketing** – IOS actively markets the CCG contract to agencies, local governments, and higher educational institutions for the maximum benefit to the state and its constituents. IOS is engaged and extremely active in the following organizations promoting the CCG contract: State Agency CIO’s, State Agency Business Administrators, Association of Records Managers of America (Austin & San Antonio), E-records Conference, County and District Clerks Conferences, as well as other digital communities’ conferences and governmental seminars.

## A Partnership of Benefiting the State and Its Constituents



As a provider of services to the Department of Motor Vehicles, Bexar County, Secretary of State, Health and Human Services Commission, Office of the Attorney General – CSD and other local and higher educational

entities, IOS have demonstrated that we understand, consult, implement, and manage successful outcomes for our clients. Examples of this statement are:

- **Department of Motor Vehicles (DMV)** – IOS has been performing mailroom services for the DMV's Registration, Titles and Salvage (RTS) Division. Work performed under this RTS project includes the processing of on average of 1 million documents per week. IOS preps, scans, QC's, updates / verifies records and places all these images and metadata daily on secured FTP site for the DMV to upload into their present content management and document storage platform.
- **Bexar County** – IOS's high volume conversion capabilities have enabled the Bexar County District Clerk's office to minimize its reliance on paper copies of case files. IOS is actively converting the backlog of 25 years of paper-based case files into usable digital images. Other departments, such as: District Attorney's Office, Sheriff's Department, Medical Examiner, and Auditor's Offices also enjoy our on-time and dependable service delivery. IOS has managed each project independently and without incident since the start of the relationship with Bexar County which has spanned over 19 years.
- **The Texas Secretary of State (SOS)** – This multi-year engagement addresses the business process of small business yearly filings and is coordinated with the Comptroller of Public Accounts (CPA). Documents provided by the CPA office to the SOS are made available via secured FTP site for IOS to extract over 30 key data fields from each filing. Annually, SOS sends over 700,000 images a year to IOS that are processed and returned to SOS within 48 hours.

Choosing IOS means that the CCG has a vendor backed by the following qualities:

- **Quicker Time to Value:** IOS already has in place two conversion facilities in central Texas – Austin and San Antonio. The personnel, HUB partnerships, software, and equipment required to convert paper and film based media into useable digital media has been vetted and implemented.
- **Dependable Partnership:** OpenText revenues totaled over \$1.36 Billion in Fiscal Year End 2013 with over \$148.5 Million in Profit. OpenText employs over 8,000 individuals with over 100 million users in 114 countries.
- **Customer Dedication Extensive Experience:** IOS's longevity in the imaging business (from the Wang Imaging days and Eastman Software) represents over 29 years of industry knowledge in our key personnel. Much of this experience comes directly from agencies within the State of Texas.
- **Specialized Services:** IOS specializes in volume scanning for large projects, while adhering to the compliance and regulations of the public sector.
- **Competitive Pricing:** As proven by our recent competitive wins on state agency request for SOWs at the OAG – CSD, HHSC, as well as local governmental agencies, OpenText continues to win business due to our maximized value and competitive pricing.

## In Summary

In summary, OpenText IOS represents a nimble organization that has a history of taking on large projects as well as projects that require an expedited turnaround for litigation and auditing requirements.

IOS is Texas-based, understands the compliance regulations of the public sector, is competitively priced, and maintains an excellent reputation for delivering a high quality product. A choice to use OpenText IOS is a safe choice and a wise investment.

We look forward to the evaluation process and to responding quickly to any and all questions that may arise during the evaluation of this proposal. Again, thank you for this opportunity and please contact Chuck Barnett (210) 826-5501 with any questions that may arise during your review.

## A.12.1 Confidential/Proprietary Information

**If any material in the Proposal is considered by Respondent to be confidential or proprietary information, Respondent must clearly mark the applicable pages of their submission to indicate their claim of confidentiality, specifically identifying the information Respondent considers to be confidential or proprietary and specifically identifying the legal basis for confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Proposal section(s) and page(s) which have been marked as confidential. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. See Section B.2.7, Part B: General Instructions and Contract Terms and Conditions.**

**By submitting a Proposal, each Respondent agrees to reproduction by the State of Texas, CCG, and PAs, without cost or liability, of any copyrighted portions of Respondent's Proposal or other information submitted by Respondent to comply with any Legislative Budget Board reporting requirements or other reporting requirements mandated by law.**

We consider the information provided in the document in section titled "A.12.5.2 Employee Benefit Information" to be confidential and proprietary to OpenText and is an exception to disclosure under Section 552.104 and 552.110 of the Texas Public Information Act. The document shall not be duplicated, used, or disclosed for any purpose other than to evaluate this proposal.

## A.12.2 Execution of Proposal – Attachment A

**Respondent's signature is required to acknowledge that they can meet all requirements as stated and failure to sign and submit this form with its Proposal may disqualify the Proposal.**

Please find the completed Attachment A form embedded below.



Attachment A -  
OpenText.pdf

[SPACE LEFT INTENTIONALLY BLANK]

## A.12.3 Respondent Contact Information Form – Attachment B

**All information on this form must be provided as requested.**

Please find the completed Attachment B form embedded below.



Attachment B -  
OpenText.pdf

[SPACE LEFT INTENTIONALLY BLANK]

## A.12.4 Preferences – Attachment C

**Respondents are encouraged to carefully review this attachment and complete as applicable.**

To ensure full compliance, we have embedded Attachment C below, however, OpenText does not qualify for any of the preferences listed.



Attachment C -  
OpenText.pdf

[SPACE LEFT INTENTIONALLY BLANK]

## A.12.5 Employee Benefit Certification

### A.12.5.1 HUB Subcontracting Form

**Probable subcontracting opportunities have been identified in Section A.9.6. The Respondent shall fill out the HUB Subcontracting Form and submit it with the Proposal in order for the Proposal to be considered responsive. Failure to submit the form in full compliance with the instructions in the form will result in mandatory disqualification of the Proposal.**

Please find the completed HUB Subcontracting Form embedded below that has been reviewed during the procurement process.



HSP - OpenText.pdf

### A.12.5.2 Employee Benefit Information

**In a separate document as per Section A.9.7, provide the required information and certification on employee benefits.**

Please find the requested employee benefit information and certification embedded below. We consider the information provided in the document to be confidential and proprietary to OpenText and is an exception to disclosure under Section 552.104 and 552.110 of the Texas Public Information Act. The document shall not be duplicated, used, or disclosed for any purpose other than to evaluate this proposal. The information requested and provided forms a key part of how we structure our pricing and hiring the best resources available to us. If this information is released to the public, our competitiveness in the market place would be severely undermined.



Employee Salaries,  
Benefit Certification

## A.12.6 Mandatory Price Sheet – Attachment D

**The Respondent shall complete the Pricing Sheet and return with Proposal in the format requested.**

OpenText has submitted this document separately, as requested.

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## A.12.7 Assumptions and Exceptions

### A.12.7.1 Assumptions

**The Respondent shall clearly state any assumptions it made in its Proposal.**

Although OpenText has provided a list of exceptions in the following section (as requested in the RFP), our assumption is that negotiations will occur in good faith between CCG and OpenText to further explore mutually beneficial terms and conditions to our proposed language at a later date.

OpenText has formulated our response with the sections requested by CCG in Section A.12 of the RFP. All other terms and conditions in Part A and Part B of the RFP are accepted and complied with by OpenText with only the exceptions listed in section A.12.7.2 of this proposal.

### A.12.7.2 Exceptions

**The Respondent shall also clearly identify any exceptions it takes to specific provisions of this RFP, noting the specific RFP section number. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP. Any exception may result in the Contract not being awarded to the Respondent.**

**NOTE:** The CCG, as a state agency, is prevented by the Texas Constitution from indemnifying Contractors. The Respondent is discouraged from including a term in its Proposal that requires the CCG to indemnify it. Such a term may result in the Proposal being deemed Non-Responsive.

**On company letterhead or in Excel, the Respondent shall identify exceptions using the following format:**

*A.12.7.2.1 RFP Part A Exceptions*

Section	Section Title	Exception	Proposed Language
RFP A.7.5	Pickup and Delivery Delays	<p>If we fail to deliver without a reason that PA has accepted or fail to meet specifications (which seems broad), then the PA could find a replacement service elsewhere and we would be responsible for any re-procurement costs. This is an issue as it subjects OpenText to indirect damages. Failure to pay these damages can result in the contract being cancelled and debarment / removal from CMIBL.</p>	<p>PA must provide notice of failure to meet specifications and provide 30 days for IOS to respond with a plan to provide repair or replacement. IOS does not charge for services rendered until acceptance has been approved by PA. IOS has incentive to provide service that meets specifications and also promotes warranties for repairs as described elsewhere in our responses.</p>



Section	Section Title	Exception	Proposed Language
RFP A.7.6	Compliant Services and Products	<p>PA can make us re-deliver or provide a refund if the materials or services do not meet the specifications after they have made payment.</p> <p>If we do not meet deadline for completion, the PA will get a credit of not less than 2% as further described in the SOW.</p>	<p>Our preference is for the PA to hold payment pending approval of the delivery and the specified information. In the event the PA expresses in writing the departure from specifications, then IOS will have 30 days to respond with a plan that will achieve the desired outcome and provide a redelivery.</p> <p>Please note the language we have posted in response to Section A.6.2.4 incorporated below:</p> <p><b>The Contractor must provide for Secure storage of Source Media while in its custody. It is reasonable for the Contractor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to PA. If there is a charge for additional days then it must be included on the Price Sheet Attachment D. Completion date should be defined as the payment date for the records imaged.</b></p> <p>IOS will provide secure storage during the conversion process. Typically, the PA will ask the Vendor to perform multiple pickups for records which are still in use during the digital imaging conversion process. There will be no charge for maintaining those records in our controlled facility during the conversion and for 30 days after the Output Media Delivery Date. IOS will require the customer to accept or notify the Project Manager for potential rework during this period. Upon acceptance, the delivery will be considered as Completion Date. After the Output Media Delivery Date has passed, there will be a grace period of 60 Days for boxes which are stored for the PA. After that time, unless the records are under notification of rework, IOS will apply box storage fees at the beginning of the subsequent month. This is at least 60 days past the potential invoicing for completed work.</p>
RFP A.7.6	Compliant Services and Products	<p>In lieu of this provision, OpenText proposes to insert a warranty provision (see exception further below). This provisions subjects OpenText to indirect damages and costs of re-procurement costs, to which we cannot agree.</p>	<p>See below.</p>



Section	Section Title	Exception	Proposed Language
RFP A.8.5	Contract Transition	<p>We will need to provide transition services at no additional cost.</p> <p>At the end of the project or the Contract, we will need to provide all documents, images, data, audit trails, etc. AND anything the PA paid for and needs to continue to do business with the new contractor. This is broadly written and can incorporate costs that we don't typically bill for.</p>	<p>PA's will be advised during the SOW acceptance process of potential costs associated with transition services. Normally, IOS will provide a bulk upload of all documents and indexes to external entities at a time and materials rate which varies based on the volume of data. These charges are nominal.</p> <p>Other charges may be incurred, such as identification of decisions made on indexing and document classification assignments, among other customizations, which will be explained and charged at Developer or Project Manager rates.</p>
No section found	Subject Matter: Limitation of Liability	<p>There is no provision capping liability of either party. As a public company, OpenText cannot agree to unlimited liability.</p>	<p>DISCLAIMER OF DAMAGES / LOSSES. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN NEGLIGENCE) FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOSS OF PROFITS, LOSS OF REVENUE, INTERRUPTION OF BUSINESS, LOST OR DAMAGED DATA, OR COSTS OF REPROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING.</p> <p>LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOW EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE APPLICABLE (OR MOST CLOSELY RELATED) STATEMENT OF WORK, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.</p>



Section	Section Title	Exception	Proposed Language
No section found	Subject Matter: Warranties	There is no warranty provision.	<p>A) <b>Limited Warranty.</b> Contractor warrants that the services provided hereunder will be performed using reasonable skill and care consistent with generally accepted computer software industry practices (“Services Warranty”).</p> <p><b>3.2 Disclaimer.</b> Other than the express Services Warranty set out above, Contractor disclaims all other express, implied or statutory warranties, including but not limited to warranties related to title, compatibility with software or hardware, non-existence of errors, non-existence of viruses, merchantability or fitness for a particular purpose.</p> <p><b>3.3 Warranty Claims.</b> In order to receive warranty remedies under the Services Warranty, warranty claims must be reported by PA to Contractor in writing within thirty (30) days of the delivery of the related services. Any modification of the services not authorized by Contractor will cause immediate termination of the Services Warranty with respect to the modified Services.</p> <p><b>3.4 Warranty Remedy.</b> PA’s sole and exclusive remedy with respect to the Services Warranty will be that Contractor shall correct the breach of the Services Warranty within a commercially reasonable period of time. At Contractor’s discretion, Contractor may elect to instead issue a refund of the fees allocable to the portion of the Services which do not satisfy the Services Warranty.</p>

*A.12.7.2.2 RFP Part B Exceptions*

Section	Section Title	Exception	Proposed Language
B.5.2	Audit Requirements	<p>We can agree to comply with laws applicable to the type of services OpenText is providing under the Contract. In lieu of CCG unilaterally amending the contract, if any amendment to the contract is necessary, then both parties will need an opportunity to review and agree to the proposed terms.</p> <p>We understand the need of the Auditor to review primary and subcontracting arrangements and agree to those provisions in Sec2262.003. However, other changes may affect our standing or services which we need to be aware of prior to amending our Contract.</p>	<p>The Contract may be amended <b>unilaterally by the CCG by written amendment signed by both Parties</b> to comply with any rules and procedures of the State Auditor's office in the implementation and enforcement of Sec 2262.003</p>



Section	Section Title	Exception	Proposed Language
B.7.11	Indemnification and Liability Acts or Omissions	This indemnification provision is extremely broad. OT is willing to indemnify OAG for IP infringement and those indemnities that cannot be disclaimed.	<p>Contractor shall indemnify and hold harmless the State of Texas, CCG, and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEY FEES, AND REASONABLE EXPENSES arising out of, or resulting from for any death, personal injury or tangible property damage arising directly from negligent or willful acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED UNDER THE SOLE CONTROL OF CONTRACTOR. BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND: CONTRACTOR MAY NOT MAKE ANY ADMISSION AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.</p>

Section	Section Title	Exception	Proposed Language
B.7.11	Indemnification and Liability Infringements	This indemnification provision is extremely broad. OT is willing to indemnify OAG for IP infringement and those indemnities that cannot be disclaimed.	<p>a) Contractor shall indemnify and hold harmless the State of Texas, CCG, and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in <del>connection with</del> the <del>PERFORMANCES OR ACTIONS SERVICES PROVIDED BY OF</del> CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL REASONABLE COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES. THE DEFENSE SHALL BE UNDER THE SOLE CONTROL OF COORDINATED BY CONTRACTOR. <del>WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY MAKE ANY ADMISSION SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.</del></p> <p>b) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Contractor becomes aware of an actual or potential claim, or Customer provides Contractor with <b>prompt</b> notice of an actual or potential claim, Contractor may (or in the case of an injunction against Customer, shall), at Contractor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.</p>



Section	Section Title	Exception	Proposed Language
B.7.12	Respondent Liability for Damage to Government Property	OT can agree in concept to be liable for any damage to tangible personal property of OAG. However, this provision is broadly written and OT proposes the wording to the right.	The Respondent shall be liable for all <b>direct damages to tangible property government-owned, leased, or occupied property and equipment by the State of Texas to the extent that such damage is caused by the negligent and willful actions of Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract.</b> The Respondent shall <b>promptly</b> notify the CCG Contract Manager in writing of any such damage <b>within one (1) calendar day.</b>
RFP B.7.21	Insurance and Other Security		<p>The Respondent <b>represents and warrants that it</b> will obtain and maintain for the term of the Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities thereunder. The Respondent shall insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance shall comply with Texas statutory requirements and also cover any cargo being delivered to Customers.</p> <p>The Respondent <b>represents and warrants that agrees that</b> all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Respondent shall furnish <b>certificate of insurance as</b> proof of insurance upon request of a Customer or the CCG.</p>



## A.12.8 Conflict of Interest Disclosure if any

**By signing the Execution of Proposal, the Respondent affirms that the execution of an agreement between Respondent and the CCG will not create a conflict of interest or cause an appearance of a conflict of interest. In its Proposal, Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's (and its proposed subcontractors') submission of a Proposal and possible selection as Contractor or its performance of the Contract. A description of some conflicts of interest may be found in Part B, General Instructions and Contract Terms and Conditions, Section B.1.3, but this list should not be considered exhaustive or limiting.**

**If the circumstances certified by Respondent change or additional information is obtained subsequent to submission of Proposals, by submitting a Proposal Respondent agrees that it is under a continuing duty to supplement its response under this provision, and Respondent shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation.**

There are no known conflicts of interest.

[SPACE LEFT INTENTIONALLY BLANK]

## A.12.9 Proposed Solutions for CCG

The Respondent shall explain how its Proposal best meets and exceeds the requirements set forth in this RFP. See Sections A.6, A.7, A.8 and A.9. CCG has provided below some insight into what should be provided. However, this should not be considered an exhaustive list. Respondents are encouraged to provide innovative value-add solutions that will help to separate themselves from their competitors. The Proposal should have specific sections devoted to these in the same listed order.

### A.12.9.1 Insurance and Security

Describe your company's solutions for insurance and security and how you meet or exceed the requirements as listed in:

#### A.12.9.1.1 Insurance Coverage [RFP A.6.1]

The Contractor will, within five (5) Business Days of the date of the Notice of Award, provide CCG with current certificates of insurance or other proof acceptable to CCG. The Contractor will maintain the required insurance during the initial term and any renewal period exercised and any extension period. All provisions below apply to all work for a PA engaged in by virtue of the Contract.

OpenText suggests the following revision to the above insurance coverage term:

*"The Contractor will, upon request and within five ten (5 10) Business Days of the date of the Notice of Award, provide CCG with current certificates of insurance ~~or other proof acceptable to CCG~~. The Contractor will maintain the required insurance during the initial term and any renewal period exercised and any extension period. All provisions below apply to all work for a PA engaged in by virtue of the Contract."*

Our suggestion is based on the mutual interests of OpenText and CCG and we are open to further discussion about our suggestion.

#### *Commercial Insurance [RFP A.6.1.1]:*

**All insurance policies shall be issued by companies authorized to do business in the state of Texas. Each insurance contract or certificate of insurance shall:**

**a. Be written on a primary and non-contributory basis.**

Our understanding is that this will result in diminished ability for other coverages to help pay if multiple claims occur on the same event. Regarding line a, OpenText suggests this clause be removed as this is to the full benefit to the State of Texas. As per section d) CCG has been added as an additional insured to protect their interests. Name (CCG, its Board, Officers, Volunteers, Directors and Employees) as Additional Insureds to the General Liability Insurance and Non-Owned Automobile Insurance. We will work together to assure the State of Texas has sufficient coverage for the value of our project.

**b. Include a waiver of subrogation clause for all policies listed in A.6.1.2 except g, Comprehensive Crime Insurance.**

OpenText suggests removal of this clause as this could affect insurance limits and claims performance.

Waiver of Subrogation clause (as currently written) ensures that our insurance company would not be able to try to recoup any part of the claim proceeds of the customer.

We respectfully suggest a meeting between OpenText and CCG with our respective insurance experts to arrange terms to cover the need stated for the waiver clauses.

**c. Provide 30 days advance written notice to CCG in the event any policy is canceled, non-renewed or materially changed.**

OpenText suggests the following revision:

*“c. Provide 30 days advance written notice to CCG in the event any policy is canceled, non-renewed ~~or materially changed.~~”*

**d. Name (CCG, its Board, Officers, Volunteers, Directors and Employees) as Additional Insureds to all applicable insurance coverage.**

OpenText suggests the following revision:

*“d. Name (CCG, its Board, Officers, Volunteers, Directors and Employees) as Additional Insureds to ~~all applicable insurance coverage~~ the General Liability Insurance and Non-Owned Automobile Insurance.”*

OpenText does not own any automobiles so we can cover non-owned and hired automobiles under our CGL section of our policy.

**e. Be issued from a company or companies having both a Financial Strength Rating of “A” or better, and a Financial Size Category Class of “VII” or higher from A. M. Best Company, Inc.**

OpenText complies.

**f. All policies should be on an occurrence basis, with the exception of Professional Liability (Errors and Omissions) coverage which Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.**

OpenText suggests the following revision:

*“f. All policies should be on an occurrence basis, with the exception of Professional ~~and Cyber~~ Liability (Errors and Omissions) coverage which Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.”*

**g. Ensure all Certificates of insurance identify the described location site and the service or product being provided to the agency.**

OpenText complies.

State of Texas, Council on Competitive Government

**h. Renewal policies shall be furnished to CCG 10 days prior to the expiration of the current policies with the appropriate specific endorsements included.**

OpenText suggests the following revision:

*“h. Renewal **policies certificates of insurance** shall be furnished to CCG 10 days prior to the expiration of the current policies with the appropriate specific endorsements included.”*

*Minimum Required Amounts of Insurance Coverage [RFP A.6.1.2]:*

**a. Commercial Automobile Liability:**

**Coverage provided should include: Any automobile, including hired and non-owned automobile liability at:**

- **\$1,000,000 combined single limit for each accident**

OpenText suggests the following revision:

*“a. Commercial **Non-Owned** Automobile Liability:*

*Coverage provided should include: Any automobile, including hired and non-owned automobile liability at:*

- *\$1,000,000 combined single limit for each accident”*

**b. General Liability, Occurrence Based, Bodily Injury and Property Damage:**

- **Each occurrence limit: \$1,000,000**
- **Aggregate limit: \$2,000,000**
- **Medical Expense each person: \$5,000**
- **Personal Injury and Advertising Liability: \$1,000,000**
- **Products /Completed Operations Aggregate Limit: \$2,000,000**
- **Damage to Premises Rented to You: \$50,000**

OpenText complies.

**c. Umbrella/ Excess Liability-Minimum of \$10,000,000**

OpenText complies.

**d. Workers Compensation & Employers Liability**

- **Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits covering all personnel who will provide services under the Contract.**
- **Employers Liability: Each Accident \$1,000,000**
- **Disease- Each Employee \$1,000,000**
- **Disease-Policy Limit \$1,000,000**

OpenText complies.

**e. Professional Liability (Errors and Omissions) Minimum of \$1,000,000**

**Professional Liability covers professional errors and omissions or lack of ordinary skill for the work or professional services required by the Contract.**

OpenText suggests the following revision:

*“e. Professional Liability (Errors and Omissions) Minimum of \$1,000,000*

*Professional Liability covers professional errors and omissions or ~~lack of ordinary skill negligent act~~ for the work or professional services required by the Contract.”*

**f. Cyber Risk Insurance covering acts, errors and omissions arising out of Contractor’s operations or Services in an amount not less than \$5,000,000 per occurrence with a privacy endorsement.**

OpenText complies as this is covered under the errors and omissions term above in the assumption these are combined.

**g. Comprehensive Crime Insurance or Blanket Fidelity Bond, including Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Contractor’s employees, acting alone or with others, in an amount not less than \$5,000,000 per occurrence.**

OpenText complies. The crime policy is to protect against loss committed by employees against OpenText, as well provides coverage for clients for loss arising directly from a crime committed by an employee of OpenText against a customer / client, which includes any client’s property in the care, custody, and control of OpenText.

**h. All-risk property insurance covering loss or damage to Contractor owned or leased equipment and other assets in an amount not less than the full replacement cost of such Equipment and assets.**

OpenText complies.

*Additional Insurance Coverage [RFP A.6.1.3]*

**Describe in Section A.12.9.1 any additional insurance coverage that is not listed above or insurance amounts greater than the minimums listed above.**

None.

*A.12.9.1.2 Security of Documents and Images, [RFP A.6.2]*

*Secure Transportation [RFP A.6.2.1]*

**The Contractor must provide for the security of all Documents picked up from PAs and the Documents must be transported in a closed and locked vehicle with appropriate climate control.**

**Documents must be Secured in such a manner as to prevent them from being damaged or disarranged during transport.**

Source Media eligible for conversion of all types are placed in containers specific to protecting them from harm and inspection during transport. Letters and flats will be placed in specialized cases and locked if required by the PA. Microforms (aperture cards, fiche and film, others) are packed in smaller than average 1.2 cubic foot boxes, as they are heavy and exceed weight limits for most cartons. Plans, maps, and large drawings are handled in flats of specialized boxes. In certain cases, the containing drawers or cabinets may be entirely moved to maintain consistency of the inventory “as-is.”

Transport particulars will be discussed in scoping sessions with the PA. Vehicles are enclosed and vans or trucks are assigned two drivers to allow driver rotation and for one driver to remain with the vehicle during rest / fuel stops.

OpenText requires that PAs prepare an inventory control sheet and place authorized personnel on alert to acknowledge and signoff the pickup tickets. This begins our Chain of Custody Process. A sample is included in Section A.12.9.6 Reports and Performance.

*Loss, Theft, and Staff Background Checks [RFP A.6.2.2]*

**The Contractor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Contractor’s responsibility (as in the case where an authorized subcontractor is used). Additionally the Contractor must have appropriate staff criminal history checks and bonding per the PA’s SOW.**

All Source Media that is transported is placed on pallets at pickup from the PA site. After confirming the inventory control sheet reflects the contents intended for transport, OpenText drivers will shrink wrap boxes and containers to the pallets to maintain a control within the vehicle. Upon delivery to the site intended for conversion, the entire group of documents will be inventoried and assigned control numbers, which are unique and sequential for the term of the engagement. Thereafter, the boxes or containers are staged with our Inventory Control and Assignment system – PTS. PTS is the Production Tracking System which will allow any of our customer service personnel to find ANY specific file or requested document needed in a “hotshot” manner to be returned.

Each point of access by our personnel is monitored by remotely controlled video cameras coupled to a full-time storage system maintained elsewhere and two-layer physically controlled access. Every employee, subcontractor and technician is cleared for access before they can access our conversion facilities. OpenText also maintains a third layer controlled personnel access system for certain sensitive record conversions such as correspondence on court cases of an extremely sensitive nature, such as adoptions, criminal court cases, and medical records. We have passed FBI clearances for certain conversions performed in the past for Bureau of Alcohol, Tobacco and Firearms.

All personnel are issued key unique key fobs, cell phones are prohibited in the production areas, and visitors are required to be escorted and accompanied at all times. Background checks and appropriate clearances have been met on every hire before they access the PA Source Media. These checks include Local, State and Federal Criminal checks, E-verify, and Credit Report Checks (for certain tasks) before personnel can work in our facilities.

*Control and Handling [RFP A.6.2.3]*

**The Contractor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.**

As noted in the section on loss and theft above, we maintain security controls with physical access and monitoring of ingress, egress, and individual qualifications. Further, our PTS assigns the work to be performed according to certain queue availability. Team members assigned to specific document conversions (for instance Vital Statistics – birth records) are well known and all the batches are tracked to the individuals touching the records.

#### *Secure Storage [RFP A.6.2.4]*

**The Contractor must provide for Secure storage of Source Media while in its custody. It is reasonable for the Contractor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to PA. If there is a charge for additional days then it must be included on the Price Sheet Attachment D. Completion date should be defined as the payment date for the records imaged.**

IOS will provide secure storage during the conversion process. Typically, the PA will ask the Vendor to perform multiple pickups for records which are still in use during the digital imaging conversion process. There will be no charge for maintaining those records in our controlled facility during the conversion and for 30 days after the Output Media Delivery Date. IOS will require the customer to accept or notify the Project Manager for potential rework during this period. Upon acceptance, the delivery will be considered as Completion Date. After the Output Media Delivery Date has passed, there will be a grace period of 60 Days for boxes which are stored for the PA. After that time, unless the records are under notification of rework, IOS will apply box storage fees at the beginning of the subsequent month. This is at least 60 days past the potential invoicing for completed work.

#### *Secure Location [RFP A.6.2.5]*

**The Contractor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to PA Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.**

The IOS facilities currently maintain door controls, which are both locking and magnetically shut. Should the power be disabled externally, the doors will not open unless keys are used which trip the magnetic locks that are separately charged. Further access by breaking and entering the facilities will trip the alarms. The doors and windows of the facilities are maintained with shock film to discourage access with vandalism intrusion. Further, each maintains motion-sensitive alarms and full camera coverage transmitted to servers in distant locations.

Within the production conversion facilities, each employee is required to lock their cell phone in cabinets. Earphones and listening devices are allowed, but not camera phones. Food and drink at workstations is prohibited; break rooms are provided for that purpose.

Each person is required to enter a live scanning application to digitize their handprint and access code on a digital time clock when they first join our company. This forms the basis of the secondary access to the systems. They are then required to log in to the production systems. There is hierarchical access to only certain computerized environments within the company, which is driven by permissions of specific job types and project separation.

All paper and Source Media are maintained on pallets of elevated shelving while under conversion and placed back into the controlled warehouse environment at shift change.

*Facility Security and Environmental Requirements [RFP A.6.2.6]*

**Contractor's facilities must meet or exceed the following minimum security and environmental requirements:**

**a. physical security and access control systems;**

We maintain two levels of access; entry is by access controls engaged from the inside of the building by IOS Personnel. The PA source media is still behind another level of access, which is key fob based. Persons cannot access the production service facility unless accompanied by our personnel. Servers and data management information is behind yet another physical barrier in locked facilities. We exceed this requirement.

**b. basic environmental controls, such as air conditioning and heating;**

We maintain multiple units to allow coverage of basic environmental controls in each zone should any unit fail. Zones are employed in each room (not just to one room) and overlap areas to allow further coverage. Server units are maintained in separated quarters. This equipment has separate controls and redundant systems.

**c. an automatic fire detection system;**

Fire, flood, and smoke detection systems are in place, which are connected to first responder stations. Inspections of fire equipment are performed on a quarterly basis. IOS publishes all exits, practices fire drills, has specific assembly areas, and maintains a close relationship with the fire department, which has been invited to our facilities multiple times.

**d. emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes; and**

All entrances maintain battery backups for exit lights and for egress from the building. These are tested quarterly and so is the alarm system. Door exit controls are self-managed from the interior. They are separate from the doorway to reduce the risk of intrusion and opening by penetrating the door directly. Locks are magnetic.

**e. 24 hours per day / 365 days per year police and fire monitoring.**

We comply with this requirement.

*Notification of Loss, Damage, or Theft [RFP A.6.2.7]*

**Immediately upon becoming aware of any loss, damage to or theft of PA Documents, data, Images, etc., the Contractor must notify the PA and the Contract Administrator.**

IOS will notify the PA and the contract administrator immediately upon the event of loss, damage, or theft happening. We provide an escalation chart for contacts with our PA services to allow quick responses internally and within the agency. We also have a relationship with a large, approved insurance company provider and have an existing agreement in place for performing document repairs, such as freeze-drying should that event occur. IOS has contacted a locally-based HUB to provide immediate services on a water-based damage event.

*United States Work and Data [RFP A.6.2.8]*

**The Contractor must perform all functions of the Contract and keep all related data within the United States. All work and data must remain in the United States.**

OpenText, as an internationally operating company, is aware of the specific data sovereignty rules which prohibit work and related data to remain in the host country. We will perform this work in the United States, unless the PA specifically takes exception to this practice.

*Security Regulations and Laws [RFP A.6.2.9]*

**The Contractor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 501, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§6103, 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA).**

We understand and agree to handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 501, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§6103, 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA).

*A.12.9.1.3 Source Document Destruction or Return, [RFP A.6.3]*

**Upon termination or completion of all work and/or at specified intervals as required by PA, the Contractor must comply with the PA requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the PA, will become and remain the property of the PA.**

**When required by the SOW, the Contractor must destroy (rather than return) the Source Media and send written confirmation to the PA that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Contractor(s) are encouraged to accommodate the PA requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on PA requirements as spelled out in the SOW as to what will be required with Documents following imaging.**

IOS understands the role we play as custodian of the records during our custody and the eventual disposition. We have used destruction services for existing PAs and always follow a rigorous procedure for return or destruction.

*Data Destruction [RFP A.6.3.1]*

**All data must be destroyed in accordance with PA records series retention periods and records management practices via written consent. If there are no applicable State or PA retention requirements for the data, the data must be destroyed twelve (12) months after the imaging project has been completed. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Contractor must comply with the requirements of 1 TAC §202.28 or §202.78, as applicable, regarding destruction of information stored on hard drives or other media.**

IOS will verify that both delivery and completion events have occurred and coordinate with the PA. IOS will seek the approval of the converted inventory of record types and document collections under our custody and work with the specified Document Destruction Services Contracts for an approved supplier of destruction services.

For returns, we will maintain a similar approach to returning the records as we did when collecting them from the PA. We note with approval the expectation that documents may not generally be re-prepared as this typically is a labor devise antithetical to the intended use of the digital images. Nevertheless, we have performed re-preparation, most often by replacing documents into folders with brads or pins to maintain the exact order of their origination prior to scanning services.

*Data Destruction Methods [RFP A.6.3.2]*

**The Contractor must describe in Section A.12.9.1 how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the PA that the information has been destroyed.**

Upon approval, IOS agrees to destroy records using NAID-approved vendors that meet the stringent standards for our destruction. All shredding vendors must be able to come to our site, empty the boxes, and maintain personnel who are vigilant over each item to be shredded prior to its ingestion into the machinery. We expect cross-cut paper and magnetic tape destruction to be performed to exacting standards. Further, we maintain close internal control of data storage devices and will empty repositories as part of our close-out process after delivery and acceptance. We use magnetic low-level formatting for our internal systems, wipe our copier hard drives clean and we maintain encryption at rest for active data on all our internally deployed workstations.

Should a PA wish to maintain historical records longer than a few months, we offer a transfer to a hosting environment service, which effectively allows us to free up working storage, clean the converted records off these drives, and offer retention on secured platforms for private sites dedicated to that PA.

All drives utilized will be wiped using a low-level reformat tool known as Eraser v.6.0

**Below is the process we follow for Destruction of Records:**

1. Using the IOS Production Tracking System (PTS) control numbers, images and metadata are delivered to the customer
2. Customer is advised of the delivery and asked to verify it is complete, and imaging and metadata is acceptable
3. Once the agreed time frame has passed for customer verification, IOS requests the customer send the "Authorization to Destroy" the original documents tracked with the PTS control numbers
4. The PTS control numbers are moved from *Waiting for Box Disposition to Destruct Notice Sent*
5. IOS schedules vendor to come on-site with the mobile shredding trucks. Selected vendors' mobile shredding is NAID-certified
6. During the entire document purge, an IOS employee is a witness that all documents are put into the bins and shredded
7. Once the document purge is completed, vendor provides IOS with a receipt for the purge
8. IOS sends the customer the "Certificate of Destruction," which includes a copy of the purge receipt from vendor.
9. The PTS control numbers purged are now flagged as destroyed and moved out of the system
10. Magnetic records are purged and hard drives are re-formatted

A sample of our Certificate of Destruction is included under A.12.9.6 Reports.

#### A.12.9.1.4 Imaging, Processing, and Quality Assurance Standards [RFP A.6.5]

**Contractor must follow the imaging, processing, and Quality Assurance standards below which are designed to ensure that digital Documents remain useful and legally valid. The standards help ensure high quality Document Images, retrieval, and storage well into the future. PA's SOW may require other standards as necessary or make exceptions for the quality if the source Document is of poor quality.**

**Key standards relative to Document processing include, but are not limited to:**

- **ANSI/AIIM TR25-1995 – The Use of Optical Disks for Public Records**
- **ANSI/AIIM TR27-1996 – Electronic Imaging Request to Proposal (RFP) Guidelines**
- **ANSI/AIIM TR28-1991 –The Expungement of Information Recorded on Optical Write Once Read Many (WORM) Systems**
- **ANSI/AIIM TR31-2004 – Legal Acceptance of Records Produced by Information Technology Systems**
- **ANSI/AIIM TR32-1994 – Paper Forms Design Optimization for Electronic Image Management (EIM)**
- **ANSI/AIIM TR 33-1998 – Selecting an Appropriate Image Compression method to Match User Requirements**
- **ANSI/AIIM TR34-1996 – Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management (EIM) and Micrographics Systems**
- **ANSI/AIIM TR35-1995 – Human and Organizational Issues for Successful EIM System Implementation**
- **ANSI/AIIM TR40-1995 – Suggested Index Fields for Documents in Electronic Image (EIM) Environments**
- **ANSI/AIIM MS52-1991 – Recommended Practice for the Requirements and Characteristics of Original Documents Intended for Optical Scanning**
- **ANSI/AIIM MS53-1993 – Recommended Practice; File Format for Storage and Exchange of Image; Bi-Level Image File Format: Part 1**
- **ANSI/AIIM MS55-1994 – Recommended Practice for the Identification and Indexing of page Components (Zones) for Automated Processing in an EIM Environment**

OpenText and IOS members have been participating members of ARMA and AIIM since the mid-1980s and have taken a broad approach to discovering the best practices to handling the migration from paper and microforms to digital imaging. Many of our personnel were involved in elaborating, discussing, and creating these standards based on our history from Wang and Eastman Software, through to eiStream and OpenText today. We support both organizations and are most active in ARMA within Texas.

We agree to follow processes most applicable to solutions for meeting the PA requirements.

#### [A.12.9.1.5 Disaster Recovery \[RFP A.6.6.6\]](#)

**The plan must include a detailed listing of alternate service facilities, redundant computer/network systems, order processing systems/customer service personnel and equipment, redundant communications systems, etc. Indicate your companies “double” redundancies that will add assurance if both the primary and backup were compromised, data could be restored. In addition, the plan must describe in detail the methodology, technology and infrastructure necessary for the Contractor to backup and restore the PA Documents. Use your response in Section A.12.9.1 to describe your Disaster Recovery Plan and Procedures.**

IOS maintains three facilities (Austin and San Antonio in Texas; Rochester, New York) which are dedicated to providing similar services. Each are on separate power grids, separate telephone networks and different personnel. Each are approved for working on projects and have passed all basic clearances. Further, the technology employed is similar in each location. The capability to move to site 1, 2 or 3 exists and we send our tape backups on a regular basis to rotate between the facilities. Similar tape backup capabilities exist and have been tested to allow resumption of work in progress at other remote facilities should a Disaster Declaration be made.

Our Disaster Recovery plan and Business Continuity Plan that exist are current. Many components of the Plan include items such as service contacts, telephone line IDs, home phone numbers, etc. We feel this listing is highly privileged and more information can be provided on a “need to know” basis. We invite CCG to inspect our facility in Austin, Texas on South Mopac, which house our Web Hosting client sites and is our ultimate backup facility. This is in addition to our production facilities.

Please refer to the embedded document below, which provides our Disaster Recovery (DR) Overview for Customers. As mentioned, our actual DR plan is confidential and cannot be shared. Please note, within the document, we have an avenue to discuss and provide information pertinent to the requirements noted in the request.



Disaster Recovery  
Overview - OpenTex

#### [A.12.9.1.6 System’s Security and Protection of Confidential Information \[RFP A.6.6.7.3\]](#)

**Use your response in Section A.12.9.1 to describe the security of your system (e.g., network, servers, hard drives) and protection of confidential information.**

IOS is aware of the requirements to keep records confidential and exceeds many of the security standards to achieve a high level of security surrounding these documents trusted to us.

Presently, IOS follows the standards for ISO 17779 assuring the best practices and standards for confidentiality are followed within our operations. This maintains the integrity of data as it flows through our data conversion channels. We further access to viewing sensitive information while in our possession.

IOS consistently reviews the risks surrounding the personnel, facilities, and transportation of information, as well as measures to prevent dissemination of protected information. We are aware of the liabilities imposed on our

organization by the unintentional release of protected information under HIPAA and under the Protected Information guidelines recommended under ISO 27002.

While we have not been made aware of any breach by hackers or other intentional intrusions, we have taken substantive safeguards to protect us from our own employees releasing information through “social engineering” exploits. We enforce and circulate sensitivity policies, which classify the sensitivity of data within our possession, no matter how temporary.

Each of our operating centers maintains a closed network which remains behind two layers of firewalls. The IP addressing scheme in use employs network address translation and follows standard well understood for access controls.

Servers, which are pressed into service for projects, are dedicated to that specific project data collection. All servers are remote from the users in a secured data environment. Servers place all records on remotely enclosed and separate storage arrays that maintain encryption. Data placed into working storage is encrypted with the NT EFS using Windows Server 2008 R2 software system. Encrypting File System (EFS) is a core file encryption technology used to store encrypted files on NTFS file system volumes. All file folders stored are encrypted. Active in-use scanned images are placed into server based temp files. These files, prior to indexing, have not been encrypted as they remain in temp folders. These temp folders are built on the protected Application storage servers. Therefore, these are not accessible to any agent except the scanning application. Permissions for browsing the server based temp folders are limited to the application and administrators. Further, we maintain the batch sizes to be small enough that the image batches can be completed within 45-55 minutes to allow completion of the batches and release it to other workflow processes. Our scanning programs do not allow redirection.

Production workstations can only connect to the storage and application servers; email and internet access are denied as are all external connectivity. All source media is maintained in a secured warehouse and the Production Tracking System keeps track of all work assigned to each person. At shift end, all records in the possession of production personnel is checked into the Production Tracking System (PTS) and accounted for within the management controls.

Personnel are mandated to not bring in photographic-capable smartphones into the production center. Individuals cannot move from one project to another without a higher level of permission and even then can only work on one project at a time. Their access to images is highly restricted and strictly batch based. Groups of users are separated by functions, their login permissions are set at restricted levels, and access to storage servers is protected with both physical and logical access restrictions. Personnel do not have the ability to “browse” the network; each group only can connect to their respective project.

For output media delivery we will encrypt zip files via AxCrypt and host on our secured internal VPN-enabled FTP site until the customer confirms download; at which time the files are removed from the FTP site. These occurrences are logged and the data is then destroyed upon customer approval.

For direct connection of secured email delivery we employ an email tool - Voltage. This tool requires participation on both ends of the delivery to allow encryption and decryption of information. Our OpenText large file delivery tool – Managed File Transfer – is secured as well and offers very high throughput using multiple secured channels.

Cameras are maintained in the production centers and personnel are made aware of our confidential sensitivity policies, internet access restrictions, smartphone restrictions, and given training on personal identifiable information in advance of beginning work. Each person is given a locker which is in view of the cameras and the

supervisor stations and separate from the production stations. Each individual is mentored during their initial training period. We perform routine inspections of work areas on occasion.

#### A.12.9.1.7 Data Breach or Loss of Data

**Include in this discussion your company’s solutions when there is a data breach or loss of data. What’s the process for communication with the PA in the event it occurs?**

IOS follows a specific procedure in the event of a suspected data breach or loss of data. The plan includes components to alert the appropriate parties and the authorities. Our Data Use and Business Associate Agreements, which are in force with multiple PAs and private firms, are very specific in terms of compliance with HIPAA, HITECH, and other laws applicable to any confidential information as defined in those agreements.

At a minimum IOS would provide:

- An immediate investigation into the manner of the incident or loss
- An assessment of the causes or suspected source
- A root cause analysis of the actions
- Notification to internal senior management
- Notification to PA project management or official contact
- Mitigation of the risks associated with the release or loss of the information
- Corrective action and producing the plan in concert with PA authorization
- Joint communication under direction to the appropriate authorities
- Confirmation of written approval from PA of any communications external to the PA and IOS

These processes are high-level and not intended to be reflective of all the actions in our plan. Training and education of the personnel is the most important part of our awareness campaign internally to prevent social engineering or lax procedures which may improperly release or destroy information vital to the PA.

#### A.12.9.2 Customer Service – Key Staff Resumes

**Describe your company’s solutions for Customer Service, Section A.6.4: general service call center, sales department, billing corrections, relationship management for escalation of issues, and technical representative available to PA for resolving technical problems.**

##### A.12.9.2.1 Customer Service [RFP A.6.4]

**The Contractor must deliver “best in class” Customer Service. Your Proposal must address your Customer Service including, but not limited to, your general service call center, sales department, relationship management for escalation of issues, and technical representative available to PA. Your proposal should provide descriptions of all aspects of Customer Service related to services to be performed by Respondent under any Contract issued as a result of this RFP. Include in your Proposal your standard procedures and corrective actions if issues are discovered by PA. Use your response in Section A.12.9.2 to describe your Customer Services.**

We all know there will be issues during any large scale conversion effort. How we respond and when we respond are all tracked closely internally. We are proud of our history of service the State of Texas and note the growth within the accounts to perform more.

The dedicated IOS Customer Service and Support procedures within Texas start with the transition from Sales to the Operations and Project Managers responsible for performing on the accounts. During the Pilot phase, we review how we interact to issues and problem resolution with the PA. There are two primary approaches or methods of service employed: the Human Approach and the Electronic Approach.

**The Human Approach:**

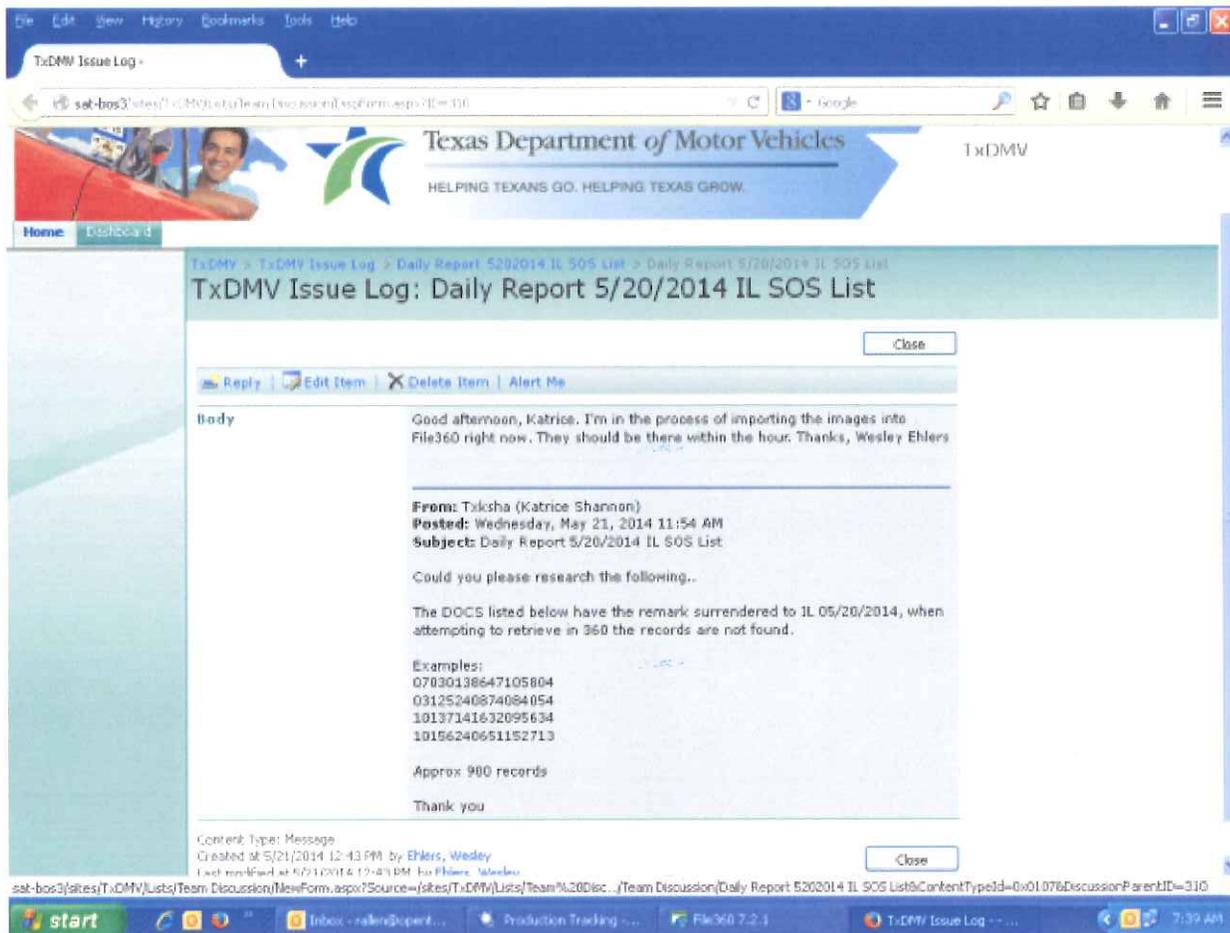
The Project Manager is tasked with reporting progress to management on a weekly basis after the Pilot is approved and production has started. Sales personnel also remain involved. Telephone support to the production managers is enabled directly to PA team members if the PA project manager believes that is appropriate. We strive to stay involved during the entire course of the project and find that the first few weeks into the first months are extremely important to assess any miscommunications, clarifications, or inevitable errors. As deliveries of Output Media occur, we continue to be present upon those deliveries to respond to any disconnects between the agreed deliverables in our agreed Statement of Work and the PA expectations.

Telephone connectivity is also available. We maintain a telephone response with a live operator during normal business hours. For systems support, we rely upon our personnel who staff our IOS world-wide support center in Rochester, NY. This facility operates 24 hours a day, 7 days a week. It is unlikely the PA would use this directly; however, our group does communicate any application or software issues with them on an as-needed basis. We communicate this by contacting you directly.

**The Electronic Approach:**

At the Pilot Stage, we provide a full listing of the membership of our team who will be primary touch points to the project. We provide an escalation chart with private cell phone contacts and emails all the way to the Senior Executive level leadership. A private website is available, which is a live real-time blog. The website is enabled with an issue log and the daily status of the account to allow any individual from the PA to raise a question. The website is monitored on our end by team members on the project escalation listing. It is frequently reviewed by personnel on both ends. This reduces the possibility of emails going into mailboxes and being missed or pending return of individuals from vacations / sick days, etc.

Please note the screen attached:



**Figure 1: Issue Log Daily Report**

*This screen displays the IOS implementation of the website for private VPN point-to-point communication with our support team. The log is monitored. All activities and resolutions are tracked. In this particular case, the field offices of the PA called for a document set that was needed and an “on-demand” scan resulted. This may occur while documents are in our facility undergoing conversion and we understand they need to be expedited to meet public need.*

As a failsafe to the above, there is also an email generated directly to support personnel with an internal tracking number. Please note the figure below:

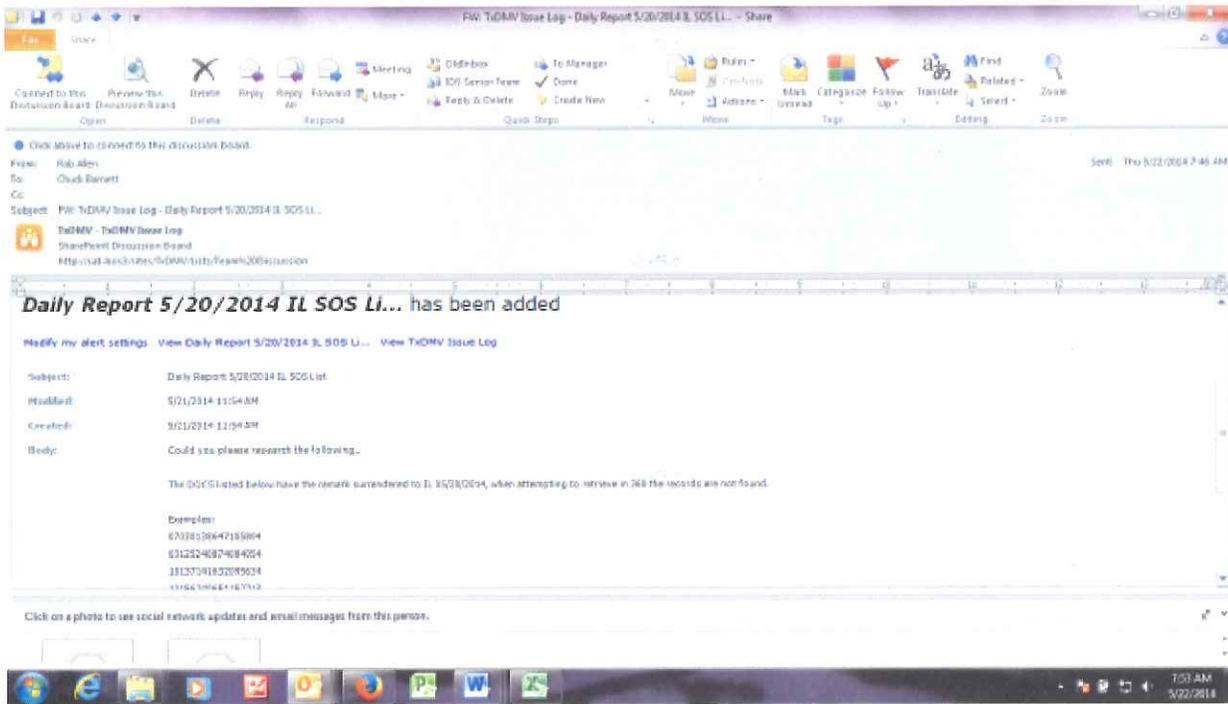


Figure 2: Daily Log Response

Note the communication travels from the Discussion Board on the Website to individuals on the team.

As per Section A.6.4.3 include the resumes of your key people.

#### A.12.9.2.2 Key Personnel [RFP A.6.4.3]

The Respondent must provide resumes in Section A.12.9.2 of key professional staff and other key staff the Respondent proposes to use to fulfill all work listed in this RFP. The Contractor also: (1) shall commit to utilizing key personnel identified for all work performed under any SOW awarded pursuant to the Contract; and (2) agrees to notify CCG within 5 Business Days if key personnel listed in the Proposal are no longer available to the Contractor.

Please find all requested resumes embedded in the file below. We can commit to utilizing key personnel identified for all work performed under any SOW awarded pursuant to the contract and we agree to notify CCG within five business days if key personnel listed in the Proposal are no longer available to the Contractor.



Resumes -  
OpenText.docx

#### A.12.9.3 Training [RFP A.6.4.1]

Describe your methods for training the Participating Agencies on utilizing the services effectively. The description of training shall include but not be limited to meeting and exceeding

**the required training in Section A.6.4. If there are any costs for this training; it must be included on Attachment D, Price Grid Tab 1.0**

**If training is requested by PA, Contractor shall provide all training at no cost unless training costs are listed on the Price Sheet Attachment D. Use your response in Section A.12.9.3 to describe your Training Services and what separates your company from others. [RFP A.6.4.1]**

Training is included for the use of the Customer Service website reporting tools and for searching the document retrieval interface on the Customer Service websites. Training is delivered one-on-one with the PA Project Manager and mostly delivered through webinar.

Training is also included for all personnel who are using our Managed Hosting Services during the course of our engagements. This included training is limited to the initial group of personnel trained. However, training is included on a continuing basis to the designated PA contact or their designated trainer. We employ the “train the trainer” concept and maintain close contact with that person to advise of any changes or enhancements to the applications or toolsets employed.

Training is included for the use of the equipment supplied for Desktop Scanning Services noted in Section A.6.8.9. However, this training is limited to the initial team members participating in the Desktop Scanning Services. Training will continue to be offered for the PA project manager directly responsible to the PA for performance; however, training for new personnel will be charged at the training rates on the Price Listing.

#### **A.12.9.4 Project Management Services [RFP A.6.4.2]**

**Describe your company’s solutions for project management services and how you will meet or exceed the requirements in Section A.6.4.2.**

**If Project Management Services are requested by PA, Contractor shall provide the services at no cost unless the costs are listed on the Price Sheet Attachment D. A Project Manager, as defined in Section A.2 is a high level creative person that can develop procedures and establish goals which should not be confused with the day to day operation manager that supervises daily activities of the project.**

Each Digital Imaging Services conversion engagement contemplated by IOS follows a template driven approach. The guidelines and recommendations promoted by the Project Management Institute and within the Project Management Book of Knowledge (PMBOK) form the basis of the template. We engage the PA early to discover the problem analysis, the stakeholder goals, and the objectives of the conversion. We then pattern our sets of tasks, scope the entire activity, and build a specific work structure to meet specific milestones. Communication is essential and reporting at multiple levels is important to maintain continuity on realizing the initially stated goals. Most projects will have deviations from the initial scope and our experience will guide the PA on the requirements to achieve a successful conversion outcome.

Below is a high level overview of our Project Structure. Please note the clarification upfront on statements of need, the flow into constraints, the follow on planning, the pilot assessment, the ramp up of production, and the finalization of the project. Each grouping has milestones and deliverables elaborated in a Statement of Work for each Digital Imaging Conversion.

Each conversion contemplated will have a nominal charge for significant departures during the project plan after the Pilot Phase has been completed. There are no extra charges for the above template-driven approach to

successful imaging conversions. Should the PA desire a Project Plan to be built, without a subsequent succession into a digital imaging conversion, IOS will charge the normal hourly rates for a minimum of 40 hours.

OpenText Project Template.mpp		
ID	Task Name	Duration
1	<b>Conversion Project Template</b>	<b>107 days?</b>
2	<b>Initial Inquiry</b>	<b>28 days?</b>
3	Initial Inquiry	0 days?
4	First call with PA	1 day
5	Obtain Technical Requirements	1 day
6	Request Process Details	2 days
7	Details Reviewed by IOS	3 days
8	Output Specs Discussed	4 days
9	Schedule next review / Clarify notes	1 day
10	Request Clarification on Output and OCR/ICR	1 day
11	Review high level project with IT	1 day
12	<b>Discuss Project Pricing/Resources Costing</b>	<b>31 days</b>
13	Price List Sent approximate pricing provided	1 day
14	Document project requirements including pricing	1 day
15	Delivered Statement of Work	1 day
16	Schedule Process Walkthrough with Users	1 day
17	Review project requirements and timelines	1 day
18	Finalize Agreement and SOW	0 days
19	<b>Begin Project Planning</b>	<b>9 days</b>
20	Review Call with Managers	1 day
21	Meet IT staff review image, metadata, formats for delivery	1 day
22	Prep a sampling box/s of documents with the department's users	1 day
23	Provide feedback / alternatives on the sampling	1 day
24	Create a Project/Application Production Process Plan for conversion project	3 days
25	Review Project/Application Production Plan with customer	6 days
26	Change/modify Production Plan with Customer	1 day
27	Obtain agreement / signoff on plan	0 days
28	<b>Implementation Steps</b>	<b>4 days</b>
29	Setup chain of custody process	1 day
30	Assign resources	1 day
31	Security Analysis	1 day
32	Review Space and Environmental Needs	1 day
33	<b>Begin Pilot Test Case</b>	<b>23 days?</b>
34	Begin Pilot Test Case	0 days?
35	Obtain Source Media from Customer.	3 days
36	Scan, process and output pilot files	3 days
37	Complete full production cycle of pilot boxes.	9 days
38	Format files for test output to EDMS	1 day
39	Test upload to EDMS	1 day
40	Review Pilot Delivery	5 days
41	Approve Pilot Delivery	0 days
42	<b>Begin Production Rampup</b>	<b>24 days?</b>
43	Begin Production Rampup	0 days?
44	Approve Transportation Schedule	1 day
45	Schedule pickups	5 days
46	Receive and maintain Inventory	4 days
47	Scan, Index, Convert, Stage	5 days
48	Output file set	2 days
49	Assurance Review	2 days
50	Full Scale Production	3 days
51	<b>Continue with delivery schedule to completion</b>	<b>71 days</b>
52	Weekly production manager report	61 days
53	Project Issue Handling	10 days
54	<b>Cleanup servers, delete files, return documentation</b>	<b>2 days</b>
55	Final Tasks	2 days
56	Finalize and Close Project	0 days

Figure 3: IOS Standard Project Template

## A.12.9.5 Delivery, Technical, Quality and Imaging Services

### A.12.9.5.1 Delivery [RFP A.7.1]

**Describe your company's abilities to meet and exceed the PA's needs across the state of Texas as per Section A.7.1.**

OpenText can perform conversions throughout Texas. The lowest costs will be charged when performed at our San Antonio offices where we take advantage of the labor costs being comparatively lower than other metropolitan areas of Texas.

The following is how we meet and exceed the PAs needs across the state of Texas as per Section A.7.1 of the RFP.

#### *Statewide Services [RFP A.7.1]*

**PAs for the Contract will be located throughout the State. Respondent shall describe its geographic coverage area in response Section A.12.9.5. This discussion should include office and processing locations, personnel availability, and any other location or delivery information that will assist PAs.**

IOS has direct coverage in Austin and San Antonio with secured facilities described in detail in RFP Sections A.6.2. IOS's current coverage strategy to cover Texas is as follows:

- **Location:** IOS's Texas headquartered conversion facility is located at 10537 Gulfdale Drive in San Antonio. A second facility is located in Austin at 8200 Cameron Road.  
IOS's subcontractor, Kofile, provides a footprint in Dallas for engagements in the Dallas/Fort Worth areas. Additional partner relationships exist with two companies in Houston.
- **Personnel Availability:** IOS's two locations in San Antonio and Austin are the main facilities for our personnel. The San Antonio facility has on average 70 personnel working on 10 projects per month. Our Austin facility is currently dedicated to fulfilling the digital mailroom tasks of the OAG-CSD as well as other on and off site engagements with the City of Austin. Additional state agency projects are processed through this Austin facility when warranted; currently IOS is engaged in two off-site conversion projects which are managed out of this location; both projects represent \$1 million in conversion services.
- **Other Location or Delivery Information:** Personnel are specialized as to on site and off site engagements which provides IOS with the capability to move teams throughout the state for engagements. Project managers and team leaders are assigned to engagements and are responsible for their team's production and product delivery.

HUB certified staffing agencies fill in the gaps when new personnel are required to perform tasks under the current CCG award. IOS's partnership with our HUB staffing agencies provides a streamlined hiring process as they prequalify our staff augmentation for optimal production and delivery..

*Freight Charges [RFP A.7.2]*

**All freight charges for pick-up or return delivery of Documents using Contractor's vehicles must be listed on the Price Sheet Attachment D. The first 20 miles is included in the base charge. On the Price Sheet, this should be expressed as a base charge for the round trip and cost per mile over 20 miles on the round trip for either a pick-up or return of Documents.**

**Example: PA is 25 miles from Contractor's scanning location. For a pickup PA would be charged the base charge plus a mileage fee for 30 miles. (50 miles round trip minus 20 miles equals 30 miles.)**

**Then if Documents are returned after scanning, the PA would be additionally charged the base charge plus a mileage fee for 30 miles.**

**All carrier freight charges to receive or return Documents must be listed on the Price Sheet as a per box charge.**

Freight charges are determined by distance and volume of source media to be converted. Our freight charges are detailed per the Price Sheet.

*Special Delivery Requirements [RFP A.7.3]*

**PAs may have specific, internal delivery rules and policies. An example would be Texas Department of Criminal Justice. These will be provided on each purchase order issued by the PA. The Contractor(s) will be required to adhere to those requirements at no additional cost.**

IOS will adhere to requirements stated by the PA in advance of pickups or deliveries at no additional cost.

*Hours of Pick-up or Delivery [RFP A.7.4]*

**Pick-up or delivery services shall be made during the hours of 8:00 am to 4:00 pm (CST) of the PA unless prior approval for after-hours services has been obtained from the PA. In the event of any approval by the PA for after-hours service, Contractor may not invoice any additional charges for that service. Contractor is encouraged to obtain PA's hours of operation at time of order.**

We will coordinate with the PA as request.

*Pick-up and Delivery Delays [RFP A.7.5]*

**If delay is foreseen, Contractor shall give written notice to the PA and must keep PA advised of status of service order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the PA to purchase services of this RFP elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for Contract cancellation and/or debarment or removal of the Contractor from the State's Centralized Master Bidders List (CMBL).**

IOS understands this provision and agrees to comply with the requirements stated.

*Compliant Services and Products [RFP A.7.6]*

**Providing products or services which do not meet all specification requirements does not constitute delivery. Delivery does not occur until Contractor delivers products or services in full compliance with the specifications to PA's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the PA. PA reserves the right to require new delivery or a refund in the event that materials or services not meeting specifications are discovered after payment has been made.**

**If Contractor does not meet deadline for project completion, a credit will be applied to PA account for a sum of not less than 2% of the total project cost for missing major project deadline as defined in the SOW by the PA unless this delay is subject to Force Majeure, see Section B.7.13 or PA agreed to amend the SOW.**

IOS understands this provision. We have an excellent record of delivery and request that products and services be reviewed, noted for any discrepancies, and the PA notify OpenText within 30 days of Delivery of their Acceptance. Further, should there be any delivery not meeting the specification requirements as noted by PA, we respectfully ask to be advised in writing of that lack of completion, be put on notice of our need to perform, and to allow a reasonable time to meet the specifications as memorialized in the SOWs or amendments.

*A.12.9.5.2 Technical Requirements [RFP A.6.6]*

**Include in your proposal how you meet and exceed each of the technical requirements for the points in Section A.6.6.**

The following are our responses to how we meet and exceed the requirements in Section 6.6 of the RFP.

*Implementation Requirements [RFP A.6.6.1]*

**The Contractor must comply with PA implementation requirements.**

IOS will work with each PA to provide realistic implementation requirements.

*Testing and Acceptance [RFP A.6.6.2]*

**The Contractor must comply with testing, acceptance process and acceptance criteria as specified by the PA in the SOW.**

IOS will develop responses to PA SOWs and per our Project Methodology Template, described in A.12.9.4, to meet the described criteria.

*Data Exchange [RFP A.6.6.3]*

**The Contractor must exchange data compatibly and securely with the PA in accordance with PA requirements.**

IOS agrees with this requirement and will provide secured, encrypted tools for movement of information using our Managed File Transfer Product, among other secured solutions. Managed File Transfer empowers organizations with complete transparency and full auditability in all events related to content exchange. Together with the

support of industry standard FIPS 140-2 validated cryptography, OpenText Secure MFT ensures the safety of the exchange of intellectual properties thereby mitigating risks and improving compliance.

*Technology Upgrade Protection and Proprietary Software [RFP A.6.6.4]*

**1. The Contractor must ensure that its Digital Imaging technology does not become obsolete. Must ensure that PA has the latest commercially available version of the Contractor's technology. (RFP A.6.6.4.1)**

IOS has a productivity benefit to maintain a stable and current technology infrastructure. Our applications will be within two releases of the most current released applications, which derive the best mix of productivity and enhancements.

**2. The Contractor must provide digital master and/or derivative Images and index data to the PA in non-proprietary formats designated by PA. [RFP A.6.6.4.2]**

All image formats will be open and non-proprietary. However, PDFs are proprietary. Data will be delivered in text and / or XML suitable for loading into to defined system repositories.

**3. Use your response in Section A.12.9.5 to describe your systems' technical architecture (i.e., platform, operating system, etc.). [RFP A.6.6.4.3]**

The majority of our transaction repository systems are based on the Microsoft Windows products. Typically, we host and provide access to data with SQL 2008 Database software, in a .NET environment and use the SharePoint product for our web publishing interface to records. Our web-based architecture demands a two-level segregation of data from retrieval engines and we function in a full n-Tier design. Many of our requests are accommodated with specific web services layers built within the .NET architecture. Our transaction processing systems within IOS are also based on the Microsoft Server 2008 platforms and we have supported Linux, Unix, and other variants of Operating System environments within our company's product lines. However, within our Information Outsourcing Division, all of our processing systems are based on Windows Server 2003 and Windows Server 2008, using Windows 7 client stations.

*Backup Files Retention [RFP A.6.6.5]*

**The Contractor, at a minimum, must keep Backup Files for up to twelve (12) months after project completion unless otherwise specified by the PA via written consent.**

IOS performs backup of all data and images on regularly scheduled automated tape rotation intervals. Backup files will be moved offsite after project completion to secured storage and deleted 12 months after delivery, which procedure is subject to change if otherwise specified by the PA via written consent. After acceptance of the entire contemplated digital imaging services project the tapes will be bulk erased then they are destroyed. Projects which have concluded with formal acceptances will be purged from the existing production systems and the tape cycles will assure destruction at the maximum of all files within 9 months from closeout of the project.

*Disaster Recovery [RFP A.6.6.6]*

**The plan must include a detailed listing of alternate service facilities, redundant computer/network systems, order processing systems/customer service personnel and equipment, redundant communications systems, etc. Indicate your companies "double" redundancies that will add assurance if both the primary and backup were compromised, data**

**could be restored. In addition, the plan must describe in detail the methodology, technology and infrastructure necessary for the Contractor to backup and restore the PA Documents. Use your response in Section A.12.9.1 to describe your Disaster Recovery Plan and Procedures.**

As discussed earlier in the proposal, IOS maintains three facilities (Austin and San Antonio in Texas; Rochester, New York) which are dedicated to providing similar services. Each are on separate power grids, separate telephone networks and different personnel. Each are approved for working on projects and have passed all basic clearances. Further, the technology employed is similar in each location. The capability to move to site 1, 2 or 3 exists and we send our tape backups on a regular basis to rotate between the facilities. Similar tape backup capabilities exist and have been tested to allow resumption of work in progress at other remote facilities should a Disaster Declaration be made.

Our Disaster Recovery plan and Business Continuity Plan that exist are current. Many components of the Plan include items such as service contacts, telephone line IDs, home phone numbers, etc. We feel this listing is highly privileged and more information can be provided on a “need to know” basis. We invite CCG to inspect our facility in Austin, Texas on South Mopac, which house our Web Hosting client sites and is our ultimate backup facility. This is in addition to our production facilities.

Please refer to the embedded document below, which provides our Disaster Recovery (DR) Overview for Customers. As mentioned, our actual DR plan is confidential and cannot be shared. Please note, within the document, we have an avenue to discuss and provide information pertinent to the requirements noted in the request.



Disaster Recovery  
Overview - Custome

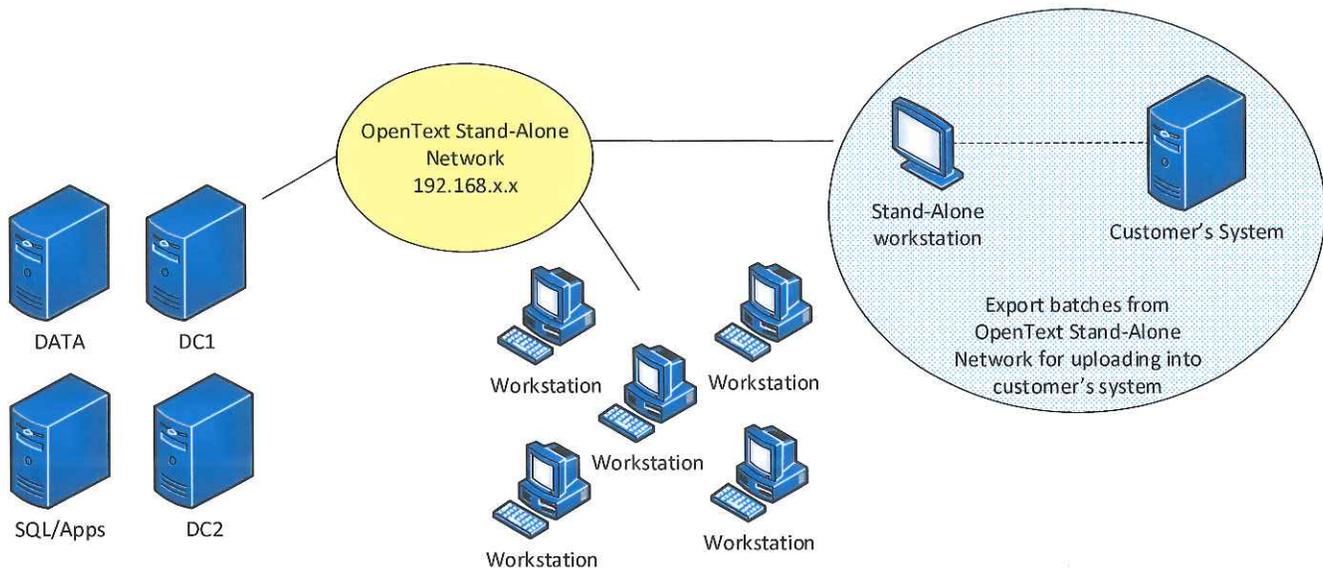
[Systems Security \[RFP A.6.6.7\]](#)

**Internet Connection [RFP A.6.6.7.1]**

**The Contractor must not connect imaging equipment to the internet without PA’s prior written approval.**

Generally, IOS will always maintain a separated LAN in our production data centers with no access to the Internet. At customer sites, for onsite scanning engagements, we follow a completely self-contained environment. This will involve dedicated servers, switches, and workstations with a singular purpose built on a non-internet capable IP addressing scheme (192.168.x.x or 10.x.x.x). One workstation will have a secondary card, not bridged, to connect with token based VPN directly to IOS to access updates for malware, Trojans, and operating system updates. This practice changes as security needs demand. We conform to PA and customer IT requirements.

Below is a simplified and typical configuration:



**Figure 4: Network Setup On-Site**

*This configuration allows both logical and physical separation of resources. Physical access at a customer (PA) site will be important to maintain privacy of the records.*

Each server and the stations connected to them are enabled with encryption and the desktops are secured as well. Wireless is not enabled within this system.

#### **Secure Tiered Storage [RFP A.6.6.7.2]**

**The Contractor may offer Secure tiered storage (e.g., online, nearline, offline) if applicable. An agency may require Secure tiered storage for the hosted Images in the SOW.**

IOS offers a variety of options for Managed Hosting Services which include online, nearline, and offline on-demand loading of storage. Each is managed in secured Data Centers based in Austin, Texas with redundant Disaster Recovery facilities at Rochester, NY and Tinton Falls, NJ. The last facility maintained continuous operations during Hurricane Sandy for 37,000 customers worldwide.

PAs can engage OpenText on an interim basis to make converted images available or on a longer term basis. If the need is for an installed system, or the need exists to build your hardware requirements, but want to get your project up and running immediately we have the option available to make your information immediately accessible. Some PA's may be faced with the additional challenges of getting support from internal IT resources or have budget restraints.

OpenText Hosting Services provide an alternative method of deployment to achieve optimum performance without the administrative and implementation costs associated with installing and managing an in-house system. Some benefits of Hosting Services include:

- Experts with years of experience deploying and maintaining your OpenText solution
- Fast deployment to realize success and ROI sooner
- Scalability to easily grow with your business or project
- Service Level Agreement (SLA)

- Fixed, predictable cost

Major IT initiatives taken on in-house usually require significant up-front investment and can take months to implement and deploy before real benefits are realized. Consider using Hosting Services to reduce the cost, time, and staff needed to implement an OpenText solution while maximizing your rate of return. By choosing an OpenText Hosted Solution, not only will you work with experts in such areas as security, scalability, and performance, but you will also benefit from an assured level of consistent service and quality with a Service Level Agreement (SLA).

### **System Security and Protection of Confidential Information [RFP A.6.6.7.3]**

Please note that this requirement has been addressed in Section A.12.9.1 as requested.

#### **A.12.9.5.3 Quality [RFP A.6.7]**

The following our responses to how we meet and exceed the requirements in Section 6.7 of the RFP.

##### *Source Media Inspection [RFP A.6.7.1]*

**PA shall present documents and/or media in uniform cases/boxes that are suitable for shipping. Submitted shipments shall be accompanied by inventories sufficient for Contractor to identify Documents/media shipped. Details of required packaging and inventory will vary, depending on the job. In general, paper Documents shall be presented in uniform, standard Document boxes.**

IOS understands this requirement.

**1. The Contractor must inspect all Source Media and notify the PA of any condition which may affect successful performance of the work required. Such notification must be received by the PA within a maximum of ten (10) Business Days, or as stipulated by the PA, following receipt of the Source Media. [RFP A.6.7.1.1]**

As noted earlier in our responses to A.12.9.1.2 Transportation, IOS maintains strict inventory controls at the beginning of every project to maintain control over the entire project. Within our processes is a checkpoint to notify the PA contacts of any damages or questionable documents which may be damaged previously or which will require repair. We agree to comply.

**2. The Contractor must disclose any damage to Source Media during the Digital Imaging process immediately upon becoming aware of such damage or within one hour during normal business hours or at the start of the next Business Day if afterhours. Disclosure should be by phone, followed by same day written notification. (RFP A.6.7.1.2)**

IOS will notify the appropriate PA contact persons and will comply with this requirement.

##### *Indexing [RFP A.6.7.2]*

**The Contractor must provide an index or multiple indexes as specified by the PA.**

During our Inquiry process and the follow on scoping exercises, IOS and PA jointly develop the indexing criteria to be performed. After the Pilot stage is complete, the PA will approve the indexing to be performed during the conversion project.

*Index Quality [RFP A.6.7.3]*

**The Contractor must ensure Indexing accuracy of 98% or higher using methods such as Independent Double Key Entry or its equivalent as required by the PA. This is measured by the elements in the Document not just the number of Documents scanned. Include in your response to Section A.12.9.5 your company's historical Indexing accuracy and any guarantee you provide to ensure greater than 98% accuracy.**

IOS is proud of our record of servicing the needs of PAs which require accurate, timely, and comprehensive solutions to migrating paper, and film, records to digital repositories. From our facilities located across the nation, we have exceeded the needs of Federal, State and County agencies for over 20 years. Clients such as the State of Florida, Los Angeles County, California, and several Departments in the State of Texas have obtained exemplary conversions and presently maintain continuous support from our company.

An example of our quality is an authorized quote from our customer the State of California Department of Health -

*"CDPH has completed performing random Quality Control (QC) check of 19,986 samples distributed among 761 batches for (DELETED) documents from OpenText (previously Global 360) on January 18, 2011. Among those, 19,940 samples were accepted; the total number of samples accepted was equivalent to 99.8% which meets a minimum of 99.0% acceptable quality level, per the contract requirements. Therefore, CDPH has determined that this deliverable passes the QC inspection. Congratulations!"*

We obtain these levels of accuracy by maintaining strict process controls. We maintain tight controls throughout the lifecycle of the passage of each page to a digital record. Further we take multiple steps to completely identify the information content with combinations of accurate recognition and indexing.

Our three steps quality assurance process starts with scanning of the documents, comparing the digital image to the physical paper, indexing the document, and comparing the document header with the indexing criteria, Finally the last step before delivery to the PA a third individual is assigned to review entire product. In most cases providing data matching from existing customer provided record sets helps assure the data is correct.

*Image Quality [RFP A.6.7.4]*

**The Contractor must ensure Image consistency (e.g., Image contrast, brightness, tone, hue, exact color matching) as required by the PA. During the SOW process, Contractor shall submit samples of Documents at different DPI settings to determine which provides the best Image for the cost. A pre-production sample of sufficient record count size that is agreed upon by the parties shall be furnished prior to full production in order to determine compliance with all job formatting and final product output. See Section A.6.5 for standards.**

IOS will perform initial analysis on the source media and report the best image for the cost. Generally, we will consult with the client as part of our normal Project Inquiry Process and the follow on of the Pilot Test Case Process to assure the best quality in a cost-effective manner.

*Quality Assurance [RFP A.6.7.5]*

**The Contractor must perform quality assurance review/testing during the project(s) in accordance with the PA's requirements. The PA reserves the right to perform reviews/testing on any deliverables resulting from this Contract at any time during the project(s).**

Quality control is ongoing during the document conversion process. The images are Quality Checked (QC) during the scanning process and again at the indexing process.

Quality Control Procedures:

- Physical inspection
- Document content inspection
- Monitoring of all capture components both hardware and software
- Quality evaluation (to assure optimum quality)
- Documentation of quality control inspections

Throughout the conversion process, a series of tests and observations are constantly being made to ensure that the completed document conversion product is accurate and legible and that no record or document is missed.

*Corrections [RFP A.6.7.6]*

**1. Digital Imaging errors, including deficiencies in Image quality, consistency, or enhancement, caused by the Contractor must be corrected and not charged to the PA. The Contractor must be liable for corrections for twelve (12) months from Output Media delivery, unless otherwise specified by the PA. [RFP A.6.7.6.1]**

IOS agrees to correct any deficiencies at no charge within the timeframes noted above.

**2. The Contractor must rescan assignments that have an error rate exceeding the PA SOW tolerance for errors at no charge to PA. [A.6.7.6.2]**

Digital imaging errors will be examined and determined as to cause and steps necessary to remediate. Errors which are due to actions by IOS will be corrected in a timely manner and at no charge. Source media which is inadequate for rendering properly, legible and correctly oriented images will require evaluation by the project management of the PA and IOS. This evaluation will determine an adequate outcome to providing information about the document image in question.

IOS maintains very high standards of accuracy and will work closely with the PA to achieve an error rate margin which is extremely low to meet PA thresholds set during the initial pilot scoping exercises.

*Returned Source Media [RFP A.6.7.7]*

**All Source Media provided by the PA must be returned with the delivered product in the same condition and sequence as the original submission unless otherwise specified by the PA.**

Source media will be prepared, scanned, indexed, and maintained in order during the entire conversion process. Any exceptions to handling during the imaging services engagement will be identified and approved in the pilot

stage of the prospective conversion implementation. An example would be all files with black and white pages may include color photographs to be captured at a higher resolution, which would require adjustments to the scanning bit depths. All file manipulations will be maintained in sequence and subject to PA approval.

Each box with files is reconstituted and placed into secured storage after Output Media is delivered. The material will either be returned on shrink-wrapped pallets or destroyed, pending approval by PA.

#### A.12.9.5.4 Imaging Services [RFP A.6.8]

**Use your response in Section A.12.9.5 to document how your company meets or exceeds the above Imaging Servicing Projects requirements in Section A.6.8 and how they will add additional benefits to the PAs.**

**Imaging requirements for individual projects will be described in PA's SOW. The PA's SOW may specify any combination and complexity of the following activities:**

- **Needs Assessment and Analysis;**
- **Inventory tracking/Chain of Custody;**
- **Document Preparation;**
- **Document Handling;**
- **Indexing;**
- **Image Enhancement;**
- **ICR/OCR/OMR;**
- **Document Re-preparation;**
- **Interfaces with PA's systems;**
- **Records management;**
- **Image Repository hosting; and**
- **Image Repository maintenance.**

For each engagement, OpenText IOS will appoint a project manager who has experience in providing large scale conversions of this nature. With multiple certified CDIA+ individuals, numerous personnel, who are members of AIIM and ARMA, our group has the depth of expertise in the creation of successful project outcomes. We will appoint a Project Manager acceptable to your organization and publish a hierarchy of command with an escalation ladder to assure access to the proper level of authority at all times during the conversion. A liaison for each project will be expected from your organization with a similar structure. As for the day-to-day activities and questions, we would appoint shift supervisors and an overall project supervisor. That set of people would connect regularly with the IOS Project Manager who would be in charge of both formal and informal communications.

Our team will work side-by-side with the respective PAs to ensure all requirements are understood, technology is applied appropriately, and the benefits exceed expectations. Our Project Managers monitor each project with their counterparts and make sure each project comes in on-time, correctly, and within budget.

The imaging requirements are then discussed in depth to assure the combinations and complexities of the activities are recognized and risks are mitigated and planned to achieve a successful outcome.

*Preparation, Handling and Re-preparation [RFP A.6.8.1]*

**1. The Contractor must be responsible, at a minimum, for basic Document Preparation, Document Handling and Re-preparation during the Digital Imaging process as defined in SOW. [RFP A.6.8.1.1]**

We will provide basic Document Preparation, Document Handling and Re-preparation per PA requirements.

**2. The Contractor must be able to scan mixed-sized Documents (e.g., sticky notes, certified mail cards) and Large Format Documents, if applicable. [RFP A.6.8.1.2]**

IOS has extensive experience scanning many form factors and paper sizes. We can comply with this requirement.

**3. The Contractor must remove any staples, paper clips, unfold and flatten the Documents as necessary for proper imaging, following PA SOW handling procedures. [RFP A.6.8.1.3]**

Staples and other fasteners are removed and the paper is made ready for scanning. Our scanning capabilities may encounter paper thicknesses that must be handled through differing formatted scanner paths. We maintain equipment to provide these capabilities of overhead capture as well as flat glass scanning.

**4. The Contractor must be able to scan Documents of various weights (e.g., carbon paper to card stock). [RFP A.6.8.1.4]**

IOS handles a wide variety of weight and size documents. We have an inventory of scanners to handle the various required types. OpenText can handle mixed size documents and large plan drawings.

*Box and Document Level Tracking [RFP A.6.8.2]*

**The Contractor must be able to track at box and Document level. Additionally the ability to create a unique identifier for each scanned Document (e.g., Document ID) and to deliver Output Media that is labeled in such a manner as to identify the contents of the deliverable.**

IOS has developed an internal automated tool referred to within this response as PTS. PTS, which stands for Production Tracking System, was developed to allow tracking of every component of a conversion during the entire process. Each image is uniquely identified and then assigned in a work step touch point for every stage of the delivery. Each step and individual that encounters that image are maintained in a job-specific database. Every box is assigned a unique number (control number) that follows all the content in that box. Each file within the box is joined to the control number and the specified ID that the PA uses for tracking files internally. If the PA does not have an assigned file naming convention, then IOS creates one during the process.

IOS can identify every paper in possession, the person who prepared the documents for scanning, which piece of equipment scanned each page, the person who input the indexing, how the data was audited, which technician checked the files for delivery and when the documents were sent back as Output media.

The following are further descriptions of our processes:

**Logistics and Inventory**

Every project requires files to be identified, inventoried, moved, assigned batch controls and staged into production generally within boxes. This also requires that files exit the scanning production area and be rebuilt and stored for retention during the mutually agreed import analysis and approval period. OpenText IOS uses our own personnel to assure protection of the records and required compliance for privacy of the records during transit.

### Chain of Custody

We introduce tracking at the introduction of records into our digitizing process. As each file in each box is moved through our system they are controlled with assignments to batches. Personnel control for each batch state is maintained throughout. Each box of files may be identified as to type and assigned to an inventory database by control number. This event starts the tracking and time metrics. Please note the **unique** ID label to follow the production of every file contained within the box.



Figure 5: Unique Tracking Codes

Each box and files within is mapped into our tracking system. This allows us to maintain planning for production by facility, type of records and the targets for each stage of production.

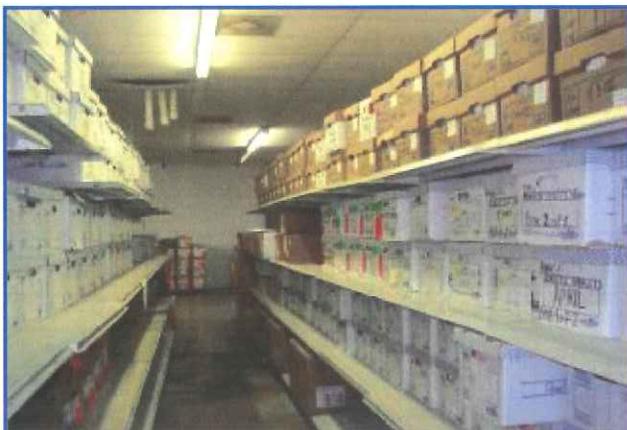


Figure 6: Source Staged Above Floor



The following figure displays our Production Tracking System (PTS), which identifies a set of records moving through our facility. Note each operator, the number of documents, images, times worked and stage for every batch, file, and folder assigned to the team members.

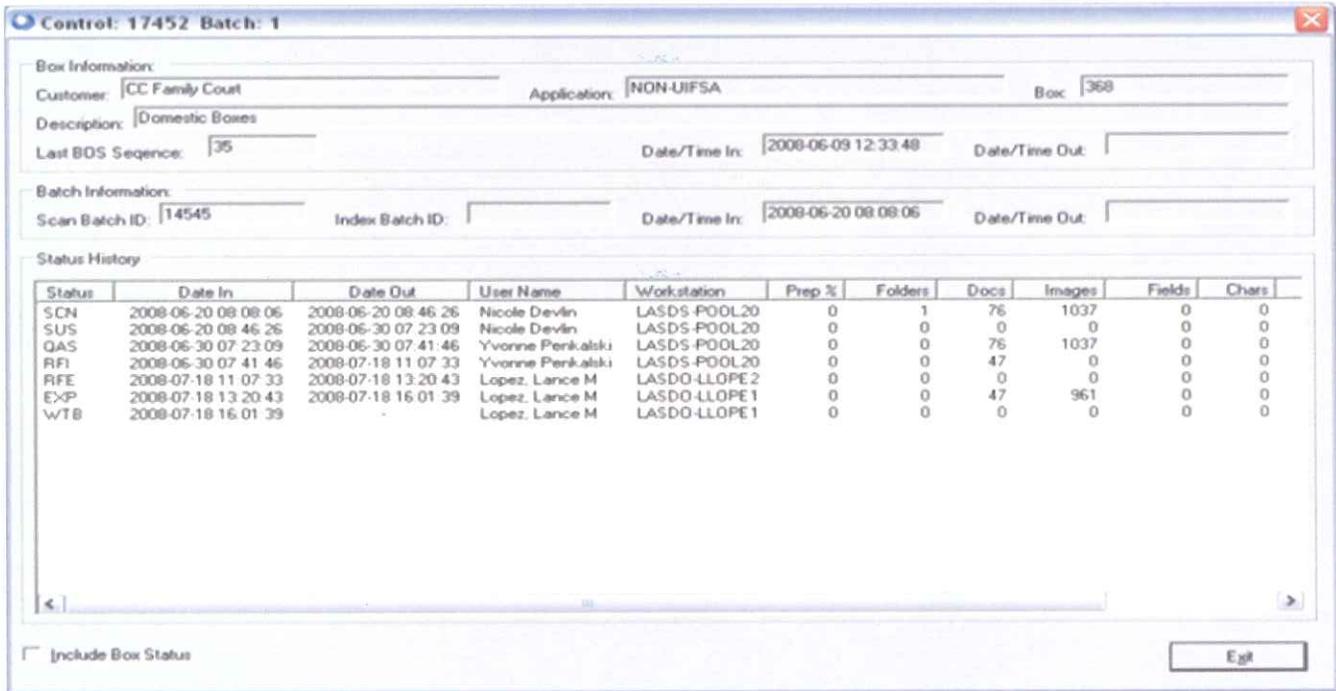


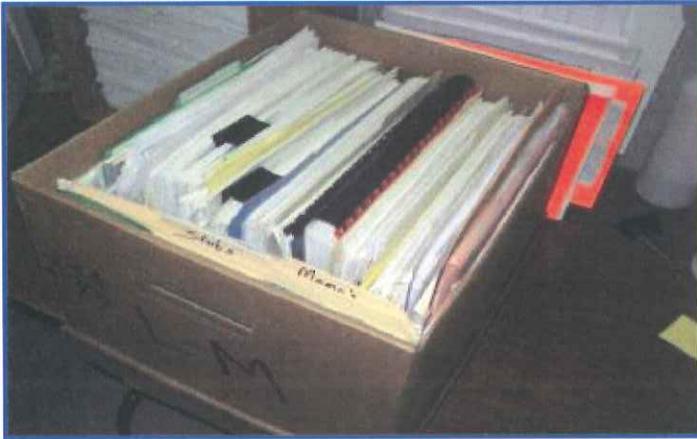
Figure 7: Every Document Activity Tracked

**Accurate Inventory**

We do not rely solely on initial inventory assessments at pickup (“there were 224 boxes”), we actually assign unique control numbers to each group of records or box as it is filled and moved through the systematic digitization process. As the paper reaches various stages of completion the PTS is automatically updated using a person’s ID and barcode scanner. Further, this allows us to maintain tracking on the precise location of a paper that is requested from our client on an emergency basis.

**Classification**

Documents which are necessary to be identified by type according to client requirements can be marked with inserted barcode sheets which precede the selected document.



**Figure 8: Mixed Document Types**

Data Matching this technique allows the PA to build in automated indexing is to match the file with the correct data and either:

a) Insert a barcoded cover sheet with data retrieved from the client's own Index, thereby allowing the provision of name and other specific identifiers. An example is shown below:



**Figure 9: Data Matching**

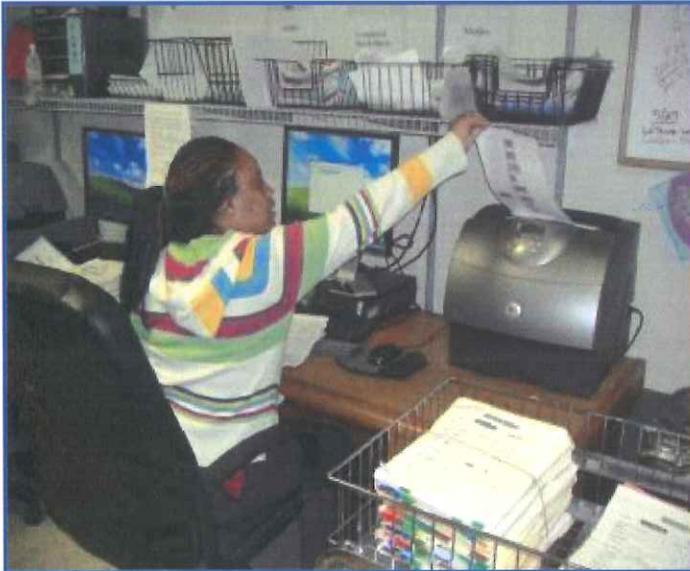
Or, a better alternative –

b) Retrieve from a client provided database the particulars for document identifiers.

This requires coordination from the IT staff and access to the historical database for the required index items to be properly matched and “merged” into the image index metadata.

Providing the data to match directly upfront provides significant benefits, specifically maintaining data integrity across the applications and providing awareness of exceptions from the original evidence on paper. We validate paper to database in this manner!

Note, in the picture below, the operator in one of our onsite based engagements obtaining a barcode cover sheet to precede and automate the data during the scanning process.



**Figure 10: Database Barcode Preparation**

This permits error reduction at the source and conforms to accepted principles of attention to quality at the point of origin.

1. First, it reduces the amount of repetitive data entry;
2. Second, it has the added benefit of maintaining data integrity by not mangling the name incorrectly or reversing digits;
3. Third, it allows an error in the client provided database (such as name misspelling) to be noted when compared to the actual MRN.

Again, we recommend a control file from the existing data be used as the check for the files.

#### **Automated Classification (Intelligent Document Recognition)**

Automated classification can also be performed after the initial scanning. IOS employs world class tools for the purpose of creating accurate OCR, and processing that recognition to allow document recognition (IDR or Intelligent Document Recognition). The format of documents to be selected and identified by type, and the business rules about the content, determine if this stage is performed pre or post scanning. These document type classes (Taxonomy) will need further clarification for each engagement.

IOS has significant experience in identifying document types within case files. We recognize the challenges of matching the intended use and required retrieval of specific documents requested to the raw file contents existing today in paper form. Our OpenText Capture Center application toolset will be employed to allow a consistent classification as requested.

## Scanning Equipment

OpenText IOS uses the Kodak and Fujitsu lines of production scanners and will commit new equipment as required per engagement.

### *Image Enhancement [RFP A.6.8.3]*

**The Contractor must be able to perform Image Enhancement immediately after Digital Imaging if required by PA.**

During the initial test and the follow-on pilot stage, we uncover the requirements that will dictate the need for specific enhancements to achieve the best image.

In over 95% of our conversion projects, a resolution of 200 to 300 DPI provides the best quality image. When a higher resolution is used, the images become very large to store electronically, and can slow down a network and retrieval time. The post processing software used in our production area is especially designed to “enhance” the scan of a “poor quality” original without increasing the DPI of the scan. Our QC of the images after the post processing assures the best quality possible. If needed, the poor quality image is rescanned until the image quality is optimized.

We agree to meet the requirements of the PA for their specific conversion.

### *Records Lifecycle Management [RFP A.6.8.4]*

**Contractors must also support PA's processes for managing records' lifecycle. (For more information contact TSLAC for additional information on State Records and records laws or Local Government Records and records laws.) Additionally Contractor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:**

- **State – Gov't Code 441.180-205 and rules 13 TAC 6**
- **Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7**

IOS is well aware of lifecycle management of information and is a leader in supplying modern systems that deliver these capabilities. We will comply with the requirements noted herein.

### *Image Repository Hosting [RFP A.6.8.5]*

**1. The Contractor must meet or exceed the State's requirements for PAs as listed in 34 TAC § 202 which include but not limited to providing the ability for user administration and user management, including Secure login, user IDs, password controls, auditing, and monitoring for data mining. [RFP A.6.8.5.1]**

We meet all the requirements noted in this section. IOS provides large data center hosting capabilities in multiple continents. We meet customer requirements with direct dedicated servers which are connected with VPN to the PA.

**2. The Contractor must provide the ability for the PA to perform Document search and retrieval based on specifications in PA's SOW. [RFP A.6.8.5.2]**

We meet all the requirements noted in this section. Specifications developed by the PA will be addressed with the ability to perform search and retrieval per their requirements.

**3. The Contractor must provide the ability for viewing Images based on specifications in PA's SOW. [RFP A.6.8.5.3]**

We meet all the requirements noted in this section. Rendition and viewing of images will be performed based on criteria for indexing the images which are developed with the PA.

**4. The Contractor must provide PA a method of transferring nonproprietary formats of Images, indexes, audit trails, and other related Customer data that they have hosted to the PA upon termination or expiration of Contract at no additional cost. [RFP A.6.8.5.4]**

Extracting and moving the images to intermediate storage will be performed on a time and materials basis. There will be no "records" charge, and all resulting data and images will be non-proprietary and well described with XML attributes.

**5. Redundant Hosting at a location different from the physical location of the Image Repository may be needed by PA. This service covers hardware/software/images, etc. for Disaster Recovery/failover of Image repository and its functionality. If there is any cost or fees for this optional service of redundant hosting, they must be listed on Price Sheet Attachment D. [RFP A.6.8.5.5]**

Redundant hosting charges for backup to onsite hosted document collections or secondary fail-over hosting servers are noted on the Price Sheet.

*Image Repository Maintenance [RFP A.6.8.6]*

**1. The Contractor must deposit the Images into the Image Repository in PA selected Output Format and to update the Image Repository with new index information. An agency may require the system automatically, with no human intervention, update existing index information to existing stored Images without creating a new version of the original Images in the SOW. [RFP A.6.8.6.1]**

We meet all the requirements noted in this requirement. Indexed information and related images will be placed into the secured viewing repository for PA use.

**2. The Contractor must insert Images into client-specified positions within an existing electronic Document online. [RFP A.6.8.6.2]**

This requirement will be elaborated with the PA requesting the insertion of information to existing files. The capability exists; however, process controls exist to allow insertion and replace, but maintain the original for records management purposes.

**3. The Contractor must add and update content of an electronic file by authorized users. [RFP A.6.8.6.3]**

We meet all the requirements noted in this requirement.

**4. The Contractor must transmit Images, indexes and database updates to Image Repository. [RFP A.6.8.6.4]**

We meet all the requirements noted in this section. PA and equipment must allow the timely update of the records at the PA's mandated destination repository. Access in after-hours scenarios may be required for large data movement.

**5. The Contractor must allow PA to have authorized users who may add, delete, and update Images in the Image Repository. [RFP A.6.8.6.5]**

We meet all the requirements noted in this requirement. PA agrees to notify IOS of authorized users and their permission levels.

**6. Adding electronic Documents to Image Repository may be required in a PA's SOW. All costs or fees for adding electronic Documents to the Image Repository must be listed on Price Sheet Attachment D. [RFP A.6.8.6.6]**

We meet all the requirements noted in this section. Charges are noted in the Price Sheet.

*Needs Assessment and Analysis / Project Plan Report [RFP A.6.8.7]*

**The Contractor must produce a Needs Assessment and Analysis and/or a Project Plan report for PA that includes projected costs, a milestone schedule, and recommendations with clearly defined requirements linked to the project goals to ensure high quality, cost-efficient solutions based on SOW.**

Each engagement for a requesting PA answered by IOS will mandate an inspection of the source media and the proposed indexing requirements. A high-level meeting with the agency personnel will begin the process of developing an SOW response document, which will include a complete SOW answer with costs, personnel assignments, schedules, assumptions, and exceptions. Further, we will note an escalation procedure, customer support contacts, deliveries, and return schedules among other components for producing a successful conversion. Please note our project response plan detailed in Section A.12.9.4 of this document.

*Preservation Imaging [RFP A.6.8.8]*

**Preservation Imaging services for a variety of Permanent Records and other historical materials may be needed. The services will be tailored to PA requirements because materials in this category will have a different range of characteristics (e.g., age, size, condition). Sample goals of Preservation Imaging would be to provide a digital surrogate for researchers in order to reduce handling of the original and to provide a means for researchers, students, and interested parties to find and view digital Images in various ways. SOW specifications may include requirements to follow specific laws, rules, guidelines, etc. For example, these may be from TSLAC, federal agencies (regarding funds, grants, etc.) or others. The requirements for on-site work, work done at a facility or in a mobile unit will be determined by the PA that issues the SOW. All costs or fees for Preservation Imaging Services must be listed on Price Sheet Attachment D.**

Preservation services are an important part of the ability of a Digital Imaging company to offer a complete solution to capturing information for the future. Many precise steps to digitizing fragile and faded documents that have experienced environmental degradation require special knowledge and specialized equipment. OpenText IOS partners and subcontracts with Kofile Solutions for this type of effort as they are specialists with an impressive history of serving the public's needs in County and State Digital Imaging projects.

Further, their facilities, personnel, and security practices mirror our own. We have worked with many of their personnel over the years and realize that it is more than technology that delivers – it is the dedication and persistence of the people involved that will bring a difficult project together properly. We are proud to team with them and offer a complete solution to the State of Texas.

**IOS** understands the requirements regarding Preservation Imaging services and will meet or exceed all SOW requirements. We understand that digitization aids in the original document's preservation, but does not replace the original. Many historical records are permanent, and IOS treats them as such. No one wants to hear, "I'm sorry, but those pages were stolen, lost, destroyed, or inaccessible." The expertise demanded to address a PA's permanent or historical records is different from the knowledge to scan a printout from an inkjet printer. The image serves as a reference tool and is a backup if the original is damaged or destroyed.

Our experience with the data conversion of archival documents is exemplary. We can address any concerns regarding the handling of fragile items, superior image capture and processing, and quality of work. We recommend that, if possible, projects involving Permanent Records and other historical materials include physical, and not just digital, preservation of the document by processing images free of dirt, tape, and folds.

IOS subcontractor's capability to provide conservation-level document preparation and archival imaging saves money by ensuring the project occurs only once. Our methodology ensures that the resulting digital images are the highest quality and free of distortion or information loss. We always default to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. We understand the need for Preservation and Access images (or Master and Working Files).

Methodology for Preservation Imaging includes an initial review of the entire project with stakeholders and management from all groups. A rigorous, face-to-face discussion of the user's needs establishes the requested outcomes and the awareness of specific constraints. This clarification helps assure the success of the overall engagement.

We can work on-site or at a facility as required by the PA. However, for items with significant factors of age, size, or fragility, the need to use specialized equipment requires that the work must occur at the facility. While a desktop scanner transports easily, specialized equipment and large overhead planetary scanners used in these circumstances cannot be transported due to size and cost restraints. We do not recommend using a mobile unit for items involving preservation or special imaging restraints. In-house projects lead to better quality control and supervision. It enables, use of specific personnel trained for and dedicated to each task, and results in a superior capability to identify re-scans.

#### **Preparation, Handling and Re-preparation [RFP A.6.8.8.1]**

**a. The Contractor must provide special Document Handling, which may include Secure overnight storage (e.g., vault), expert care and handling, stringent standards for temperature, humidity, light, air quality, gas fire suppression, UV light exposure limits, etc., as required by the PA.**

We acknowledge this requirement and agree to comply. Special Document Handling is available as required by the PA. Examples of our capabilities in response to the requirements listed above are as follows:

- There are 24-hour temperature and Relative Humidity (RH) controls throughout our subcontractor Kofile's facility. Work areas and vaults are closely regulated to adhere to archival regulations for consistent climate control. Collections are never subjected to ultraviolet (UV) light as all work areas are windowless. The building is regularly maintained and has no issues with pests. Food or drinks are not permitted in the conservation areas by anyone or for any reason.
- This facility has three vault areas. One is specifically designed for microfilm storage. Secure and fire-resistant vault doors protect each. Each has at least a four-hour UL Rating of at least 350. Each vault has its own temperature and humidity controls. Records return to the vault areas when not receiving treatment.
- To address Preservation Imaging's expert care and handling regulations, our subcontractor will utilize its conservation staff—all of whom work closely with the Imaging Departments and provide invaluable feedback and standards regarding care and handling of the document. Staff from this department will perform preparation procedures on fragile and historical documents (i.e. staple and brad removal) and will perform any flattening or humidification procedures.
- A senior conservator oversees the conservation laboratory and supervises daily work. Each location has several assistant technicians who contribute to projects by performing limited conservation treatments under close supervision. We strongly support employee cross-training. Our conservation team has a strong retention rate and years of experience and practice for each level technician. Temporary workers, however, are assigned to specific tasks, such as prep or basic unbinding procedures, which are not relevant to the CCG's required services.

### Standard Operating Procedures (SOP) for the Handling of Archival Materials

Archival and historical documents are unique. Our technicians are trained to handle confidential and fragile documents according to stringent archival standards, and they abide by the following operating procedures:

- Our subcontractor Kofile holds original materials that represent cultural property. Most are the only copies in existence. The slightest damage could mean the loss of a valuable piece of historical information.
- We have an obligation to the cultural property, its owners and custodians, to the conservation profession, and to society. You will help us provide the best possible service.
- **Clean Hands.** Always use clean hands to handle any document and wash frequently during long exposure to archival materials. Perspiration is naturally oily and salty, and it damages paper. Do not use hand creams prior to handling archival material. Hand sanitizer is available, but should never be used prior to handling the documents, only after.
- **Working with fragile documents.** Take extra care when handling fragile documents. If damage occurs during handling, notify your Supervisor. Always use two hands to handle large objects. Consult a co-worker if you need help moving an object. Think about where you will place the item before you pick it up to move it. Do not lean on material, even if covered. Avoid placing any items on top of archival documents. Take care not to touch or drag anything, such as jewelry, across the surface of a document. Be sure to roll up loose shirtsleeves, as they can abrade surfaces or catch on the edges of materials easily.
- **Workspace.** Use adequate workspace. No smoking, food, or drink is permitted near collection documents. Always have a clear space in which to work with materials. Place all bags, purses, and personal items in the lockers provided.
- **Writing.** Use pencils only (No. 2 or softer), not pens. Do not use spiral notebooks near the documents. Never write on paper with archival material underneath. The impression can pass through and damage the material.

- **Leave Items in Protective Housing.** Unless it is your responsibility, do not remove collection materials from plastic sleeves or protective housing without approval from your supervisor.

All preservation technicians are responsible for understanding the duties of their positions and executing those duties to the best of their abilities.

**b. The Contractor may perform work on the PA's site in a Secure area designated by the PA and with oversight by PA staff following handling procedures specified by the PA.**

We acknowledge this requirement and agree to comply if the PA requests and the project does not require the large specialized scanners, which would expose IOS to equipment liability. However, the facilities provide a secure working environment and exceptional oversight staff who are capable of supervising the PA's required handling procedures.

**c. The Contractor must be able to scan mixed-sized Documents (e.g., sticky notes, Certified Mail cards) and Large Format Documents, if applicable, without the use of automated Document feeders or other mechanical handling methods unless those methods allow a straight paper path and a non-mechanical method of clearing jams. Documents shall be placed into archival enclosures as needed to ensure that mechanical handling does not cause damage.**

We acknowledge this requirement and are able to scan mixed-sized documents, as well as large format documents. We employ a range of scanners to tailor imaging services to the document being imaged. Equipment includes technical scanning equipment by Fujitsu, Kodak, WideTEK, Zeutschel, Scan Optics, and Contex. If applicable, documents are imaged by hand and not fed through an automated Document feeder. The technicians are trained to handle fragile documents. The particular scanner is selected and is employed based on document fragility and stability. This tailored selection process enables PA documents to be addressed based by their varying densities. Fragile documents are identified and flagged for exception handling and placement in Mylar, as necessary. All scanners employ page detection to adjust for size and thicknesses.

We utilize Mylar pockets or envelopes if documents require placement into archival enclosures during imaging. Our subcontractor Kofile manufactures its own custom enclosures comprised of SKC SH725 PET polyester. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. PET is otherwise known as Mylar® Type D or Melinex® 516. It is crystal clear, smooth, and has no odor. It will not distort or melt in case of fire. The inherent static cling of polyester provides physical support and protection from daily public use. Also, clear, inert polyester film does not interfere with high clarity imaging.

**d. Prior to beginning any Imaging project, the Contractor and PA must evaluate the condition of Source Media and steps needed for preservation of the Source Media, particularly for materials created prior to 1900 or which have a history of improper storage.**

We acknowledge this requirement and agree to comply. The Project Manager will work in conjunction with a designated Conservator to address all aspects of the digitization project if required. Initial evaluation will occur on-site or in-house per the PA's approval. No preparation procedure (i.e. flattening or humidification) is attempted without testing. The following section (section e) details our capabilities to ensure the preservation of the Source Media.

Historical and archival items receiving specialized imaging preparation, i.e. humidification and / or flattening undergo an additional in-house examination and logging procedure to document treatment according to archival standards. Upon receipt, items are assessed to document condition prior to service. Each sheet is inspected to ensure that it receives the appropriate level of treatment. A written record is retained to record:

- Date(s) of treatment
- Name(s) of the conservator who worked on the item or held a supervisory position
- Name(s) of the technician who worked on the item
- Condition of document upon receipt
- Identity of certificates/records (manuscript, Photostat, typed, etc.)
- Original file number of maps or series of maps
- Map title or Book title
- Number of pages, proper pagination, and blank pages
- Substrate type
- Special characteristics
- Presence of acidic glues
- Presence of previous repairs
- Presence of pressure sensitive material
- Presence of staples, paper clips, brads, etc.
- Attachments
- Information pertinent to the identification of the document/plat

These reports can be customized to the specific project or PA requirement. This documentation accompanies the item through the work effort, and is finalized and can be delivered to the PA upon project conclusion.

**e. Documents that have been stored in a rolled or tri-folded state are more particularly fragile. Contractor should use a humidification chamber when appropriate and necessary to relax the Documents properly before unfolding, flattening and scanning so as to keep them from cracking or tearing when flattened.**

We acknowledge this requirement and agree to comply. We regularly address historical and public records, including manuscript, typescript, Photostat, micrographic media, tri-folded files, blueprints, re-created records, plats, and maps). We never endorse the use of any method of treatment, repair, or maintenance that is not 100% reversible.

Our conservation laboratories are equipped with some of the most advanced, novel equipment in the industry. Due to the unique nature of the bindery trade, a large majority of the equipment consists of 19th- and 20th-Century pieces still operating per their original intent. Each location has oversized soaking sinks, exhausted fume hoods, advanced paper suction tables and humidification chambers.

Improperly stored papers become inflexible and retain a memory of the storage position. Tools to 'flatten' documents include tacking irons, heat presses, and an Ultrasonic Humidification Chamber. With these practices, the possibility of unnecessary fractures or breaks is eliminated. The technicians are experienced in the use of all three methods. The facility is equipped with several dry-mount presses, and each conservation workstation has a tacking iron. The tacking irons have adjustable temperature controls to alleviate damage to the documents.