



CITY OF MILLBRAE

REQUEST FOR PROPOSAL

**Electronic Content Management/Records Management Software
and Implementation Services**

Response due by 3:00 PM, October 26, 2018

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GENERAL INFORMATION:

The City of Millbrae (“City”) is seeking proposals from qualified vendors to provide a cloud-based software solution and implement an Electronic Content Management (ECM) system that will:

1. Comply with industry-recognized standards relating to security techniques and information security management, and provide administrative users with controls to prevent stored records from being overwritten, deleted, or altered, and
2. Provide tools and features to enable workflow efficiencies, improve knowledge and information sharing, improved document findability, decrease the duplication of records, and minimize costs for carrying out the governance of an effective Records and Information Management (RIM) program.

This RFP seeks to solicit proposals from qualified companies for a hosted cloud-based system to provide document management, document workflow, and records management capabilities.

Additionally, the City is interested in proposals for professional services to convert or migrate documents currently stored in the City’s shared drives to the proposed solution.

Any and all changes in the RFP will be made by written addendum, which shall be issued by the City and posted to the City’s website as noted under DEADLINE FOR WRITTEN QUESTIONS, it is the responsibility of vendors to carefully review this RFP and any addenda including checking the City website regularly.

The bidder, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is the City’s intent to choose only a small number of most qualified consulting teams to interview with the City, the City reserves the right to choose any number of qualified finalists.

The selected vendor shall be required to enter into the City’s standard Agreement for Professional Services (**Attachment 1**) and include in the Proposal a signed copy of the Standard Agreement Acknowledgement (**Attachment 2**). All bidders that respond to the RFP shall assume that the execution of this agreement, **without changes**, will be a required condition unless proposed modifications are requested at the time of submittal of the proposal and then accepted by the City in a final agreement.

The City of Millbrae is an Equal Opportunity Employer. Firms participating in the selection process must comply with all applicable laws.

BACKGROUND:

Incorporated in 1948, the City of Millbrae is located adjacent to the San Francisco International Airport and is 15 miles south of the City of San Francisco, in the heart of San Mateo County. The City encompasses 3.3 square miles and serves a largely residential population of approximately 23,200.

The City's total expense budget for the 2018 – 2019 fiscal year is \$85.1 Million with nearly \$25 million allocated to capital and special projects. City services include: administration, community development, recreation, police, fire, and public works. The City of Millbrae is a full service city providing water, wastewater collection and treatment, storm water collection and other typical municipal services to its residents. The City has a network of over 58 center line miles of street network, approximately 1,400 street lights, five traffic signals, approximately 55 miles of sanitary sewer collection network, approximately 75 miles of water distribution piping, over 21 miles of storm drainage collection system, 12 parks and over 68 acres of open space.

PURPOSE:

The objectives of this project are:

- To implement a cloud-based Electronic Content Management/Records Management System
- To enable the migration of documents from shared drives to the new system
- To enable workflow capabilities
- To position the City for future integrations between the Electronic Content Management/Records Management System and other enterprise applications (e.g., Finance, Land Management)
- To enable the automation of records management rules and requirements

SCOPES OF SERVICES:

General Requirements

All awarded vendors are expected to comply with the following:

- Vendor shall agree to and comply with all terms of the City Standard Agreement for Professional Services. Vendors who do not agree with all terms shall follow the directions noted in the section titled PROCESS FOR RESPONSE.
- The vendor and their sub vendors must hold or obtain business licenses in the City for any work within City limits.
- Awarded vendor shall be responsible for overall management of cost and project schedule including providing sufficient notice to the City for scheduling of resource needs.
- Awarded vendor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among vendor, the City, and other involved agencies and organizations.
- Awarded vendor shall provide regular progress reports, in a format acceptable to the City. Such progress reports shall include:

- Accomplishments during the reporting period, issues encountered or anticipated, and activities scheduled for the next period. Such report shall clearly indicate any City resource needs in the near and far term to assure project schedule is maintained.
- Comparison of adopted schedule to project progress. Such report shall clearly indicate any risk to project schedule.
- Comparison of Actual Costs to Budget including percentage used and percent of project complete. Such report shall clearly indicate any risk to the project budget, such as identifying any disparities in schedule completion and expenditures to date compared to budgeted amounts anticipated to have been spent for equal percent of project completion.
- In addition to regular progress reports, Vendor shall also be responsible for immediately contacting and communicating with City staff regarding any unanticipated problems, issues and/or changes encountered which would negatively affect the schedule.
- Vendor must present defensible studies and reports which result in fees consistent and compliant with current applicable laws, regulations, statutes, rules, and regulations governing the collection of fees, rates, and charges by public agencies in California including, but not limited to State Controller's Office Guidelines and Office of Management and Budget guidelines.
- Vendor shall maintain accurate records of all correspondence, work papers, and other relative evidence for a period of five years.

Requirements for Electronic Content Management/Records Management Software and Implementation Services

The City is requesting qualified vendors to host a cloud-based system to provide document management, document workflow, and records management capabilities and provide implementation services.

The City does not currently use any enterprise systems for image management but stores documents on shared drives, in personal drives, and within enterprise and hosted applications. The City desires the functionality and control offered by an ECM solution. Additionally, the City wants to take advantage of the ECM content management tools including automated business process workflows, standardization of forms, a public portal, and electronic signatures.

The City recently updated its retention schedule and Records Management Policy and desires to use technology to assist in applying these retention requirements to the electronic records stored within an ECM repository. The City's goal is to establish an electronic records repository that complies with the recommended requirements for a Trusted System, as defined by the State of California, which will enable the imaging and subsequent elimination of hard copy records.

The City currently has approximately 600GB of documents and records, consisting of roughly 87,000 documents, stored in shared drives, as well as large quantities stored on personal drives, and in various enterprise applications, that could, potentially, need to be transferred into an ECM repository.

The City would like to know how your solution enables viewing of public records and use of standardized forms to request City services and, where appropriate, initiate simple workflows. Additionally, the City is interested in your approach and recommendations as to the appropriate number of licenses for document/image management, where a maximum of 10 employees might need access at any one time.

Please explain how and/or if your solution can address the following areas and functionality, as well as the total cost of the recommended solution, including breakouts comparing the costs of a hosted cloud solution versus one housed on City premises, as well as annual support and maintenance costs for each approach:

1. Electronic Content Management

- a. Ability to scan and import standard data file formats, as well as large-scale maps and plans, photographs, and video files
- b. OCR functionality
- c. Boolean, metadata and full text searching
- d. Customizable reporting capabilities, including the ability to export reports as both PDF and Microsoft documents (such as Excel or Word)
- e. Ability to publish documents to the City's website for public access
- f. Ability to "pull" data to autopopulate indexing/metadata values from other systems, including Tyler/New World and GIS

2. Records Management

- a. Retention management per the City's retention schedule
- b. Security for confidential records, including Personally Identifiable Information (PII)

Conversion/migration of electronic files (e.g., documents, images, photos) from shared drives into the new system may be required, although the scope of this effort is not yet defined. The City may also seek assistance from the new solution provider to get select paper records scanned into the new system.

Proposers should provide a narrative as to their approach to document conversion/migration and the specific responsibilities of the City to ensure a successful conversion.

Additionally, the City would like to know how your solution addresses the agenda management process:

- Does your software offer an agenda management workflow module?
- Does your software integrate with a third-party agenda management workflow tool? If so, which one(s)?

Although the City is not ready to purchase an agenda management workflow solution at this time, it is on their long-range roadmap. Your solution's ability to provide agenda management functionality, or easily integrate with a third-party's agenda management solution, may influence the ECM decision that the City makes.

PRELIMINARY SCHEDULE:

The following is a preliminary schedule for the project.

Distribution of RFP	September 21, 2018
Deadline to Submit Written Questions	October 10, 2018
City responses to Questions and Comments	October 19, 2018
Deadline to submit proposals	October 26, 2018 at 3:00 PM
Vendor presentations/demo with finalist	Week of November 12, 2018
Negotiations with top ranked vendor(s)	December 2018
Recommendation presented to the City Council	January 2019
Project to commence	January/February 2019

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City.

DEADLINE FOR WRITTEN QUESTIONS:

Questions about this RFP or process must be submitted in writing (e-mail acceptable) to **Helen Streck, Project Manager for the City of Millbrae, at hstreck@2kaizen.com before Noon on October 10, 2018. The City will compile a list of written questions with responses and post to the City website by October 19, 2018. All communication for this RFP shall be directed to Helen Streck, the sole point of contact for this RFP.**

It is the responsibility of vendors to carefully review this RFP and any addenda including checking the City website regularly.

Except as specified above, vendors and their representatives may not communicate with any officer, director, employee, or agent of the City with respect to this RFP except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits vendors or their representatives from making oral statements or presentations in public to one or more representatives of the City during a public meeting. The City will not respond to verbal inquires and interested vendors are specifically discouraged from contacting the city in person or by telephone during this RFP and selection process.

PROCESS FOR RESPONSE

Interested firms should submit one five (5) bound copies of their proposal to: City of Millbrae, City Clerk, Attention: Elena Suarzo, 621 Magnolia Avenue, Millbrae, CA 94030 no later than 3:00p.m. on October 26, 2018 and email one copy in PDF format to Helen Streck at hstreck@2kaizen.com. The five bound copies of the proposal should be in an envelope clearly marked: CITY OF MILLBRAE Electronic Content/Records Management Software and Implementation Services.

Late submittals shall not be accepted.

The proposal shall be brief, precise, and **shall not include unnecessary promotional material.**

A vendor may withdraw its proposal at any time prior to the submittal deadline by submitting a written request for withdrawal to the proposal signed by an authorized agent of the firm. The vendor may thereafter submit a new or modified proposal prior to the submittal deadline. Modifications offered in any other manner, including oral or written, will not be considered.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the final contract between the City of Millbrae and the vendor selected.

PROPOSAL CONTENTS

Vendor proposal must include the following and follow directions outlined in each section below:

1. Letter of Transmittal. Describe your firm or team's interest in and commitment to providing vendor services for the City of Millbrae.
 - a. This Letter of Transmittal must state that the proposal is valid for at least a 120-day period.
 - b. An officer of the vendor who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
 - c. Provide name, title, address, mail, and telephone number of key contact for the City during the RFP and award process.
2. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
3. Standard Agreement Acknowledgement. A signed copy of the Acknowledgement (Attachment 2) that the vendor agrees with the City's Standard Professional Services Agreement without any changes. In the alternative, if the vendor does not agree with the City's Standard Professional Services Agreement, the vendor must identify each section that vendor wishes to modify and the proposed modification. By submitting a proposal without exceptions, vendors agree to the execution of the City's Standard Professional Services Agreement, **without changes**.
4. Approach to Scope of Services.
 - a. Work Plan and Approach.
 - i. Discuss your firm's understanding of the Scope of Services to be performed.
 - ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to City requests and inquiries, and other issues critical to this project. Specifically address your firm's approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule. In addition, explain your team's ability to adapt to changes in environment and/or existing conditions throughout the process that may affect the program outcome and schedule.
 - iii. Describe the needs from City staff. For example, what City staff expertise is needed and how much time to you anticipate.

- iv. Identify any “value-added” services that your firm may provide.
 - v. Identify location where most work activity is anticipated to take place.
- b. **Schedule:** Outline a proposed project schedule starting from a kick off meeting to development of draft documents and final report. Include any significant milestone and resource needs such as staff, meeting space, reports, etc. from the City.
5. **Team Experience / Capacity.** Provide the information listed below especially highlighting successful projects with Cities or clients with similar demographics, quality of work, success in meeting project timelines, project budget, and related criteria.
- a. **Experience.** Describe your experience and capacity to manage projects of size and scope similar to the study in this RFP. Identify any current projects or anticipated projects for other clients that vendor anticipates will run concurrently with work for the City. Identify how vendor will ensure that project staff is available for City meetings when needed.
 - b. **Key Personnel Background.** Name, position, summary of qualifications, resumes, related experience and proposed relationships and responsibilities of project manager, key personnel, and subcontractors. Provide proposed organization chart for project team.
 - c. **Sub vendors.** Identify any sub vendors that would be used and their specific role. (All sub vendor costs, including any markup, must be included in vendor’s cost proposals.)
 - d. Provide a listing of similar studies performed within the last five (5) years. Include the following information:
 - i. Clients name, point of contact, addresses, and telephone numbers
 - ii. Description of study and year of completion
 - iii. Key personnel involved
 - e. **Location.** Identify the location of the office(s) where work will be performed
6. **References.** Provide at least five references of California agencies. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the City’s project. References should include the following:
- a. Name, address, and telephone number of the agency
 - b. Time period for the project
 - c. Brief description of the scope of the review
 - d. Recommended procedures
 - e. Reference contact name, email, and telephone number
7. **Cost Proposal.** **Each Costs Proposal must be provided in a separate sealed envelope marked “Costs / Fees”.**
- a. Provide a complete outline of the estimated cost including: vendor costs and any ancillary costs such as, but not limited to travel costs. (Note that the City does not reimburse for local travel.)
 - i. If the vendor proposes to perform the project pursuant to a time and materials compensation structure, the following must be provided: estimated number of

consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs (including travel and other incidentals) for the Scope of Services to be performed. Estimate any reimbursable expenses and outline assumptions used and a not-to-exceed cost for comparison with lump sum cost proposals.

- ii. If the vendor proposes to perform the project for a fixed cost with milestones, vendor shall provide milestones upon which payment is anticipated as well as assumptions used to develop cost proposal, and the total lump sum (or not to exceed) cost.
- b. The total project cost submitted by the vendor shall include overhead, contingencies, travel, in-house reproduction, local communications including faxes, readiness to serve and profit.
- c. Any cost submittal shall include sufficient detail about vendor's assumptions to permit City to ascertain that project can be completed within the cost proposed and to compare to other proposals.
- d. Include billable rate for optional additional services that may be requested during the project or after final acceptance such as, but not limited to those outlined below:
 - i. Consult with City staff on an as needed basis on minor matters relating to implementation and utilization of the study using an hourly rate provided in the proposal.
 - ii. Assist the City to defend the fees in the event of an audit or other challenge
 - iii. Updates to the fees, where applicable

PROCESS FOR VENDOR SELECTION

Proposals shall conform to the Proposal Format and Requirements. It is important that all listed items be included in the proposal. Proposals which do not comply with all of the requirements or the proposal deadline may not be considered.

Proposals will be reviewed and ranked by the City team and contents of each proposal will be ranked by a selection committee. Criteria include:

- Acceptance of City's standard terms and conditions (any requested exceptions will be evaluated based on reasonableness and conformance with industry standard)
- Qualifications and Experience of Vendor including proposed work plan and approach, recent projects including ability to resolve unexpected issues efficiently as well as meet project timelines and budget
- Qualifications of personnel proposed to be assigned to project including experience on comparable projects, availability to the City, and qualifications of both staff and sub-vendors

- Understanding of proposal and project approach including understanding of municipal finance revenues and fees, proposed work program, value-added services, and anticipated resource needs of City
- Cost including staffing plan and approach, comparison to amounts paid by similar agencies.

More details about each of these criteria can be found in the previous section: PROPOSAL CONTENTS.

Following the selection committee's evaluation process, the City may contact persons involved in former or current projects of vendor, including but not limited to reference contacts. The City may award contracts based on the proposals alone, or, in its sole discretion, may invite one or more vendors to make oral presentations and/or interview with the review committee.

At the conclusion of the evaluation process, the City will select the top ranking vendor and enter into contract negotiations. Except as initiated by the City in its sole discretion, negotiations are limited to those exceptions to the Agreement for Professional Services identified in the vendor's proposal. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the next ranked firm until a contract is executed. City staff will make recommendations to the City Council for award of contracts. Upon City Council approval, a contract will be executed and work initiated.

CITY'S RESERVATION OF RIGHTS

During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow corrections of errors or omissions.

The City reserves the right to modify the scopes of the projects and the related services at any time based on the best interests of the City and will negotiate with awarded vendor accordingly.

The City reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The City reserves the right to negotiate separately with any vendor that has submitted a sufficient and timely proposal.

The City reserves the right to retain all proposals submitted and to use any concepts or information in a proposal regardless of whether or not that proposal is selected.

The City may elect to award a contract in multiple phases, as is deemed to be in the City's best interest. Should the City award projects in phases, the City reserves the right to award the phases to the same firm.

This Request for Proposal (RFP) does not commit the City to award a contract. In addition, the City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed.

Although, it is the City's intent to choose only a small number of most qualified consulting teams to interview with the City, the City reserves the right to choose any number of qualified finalists.

CONFIDENTIALITY

All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the City and any vendor regarding the procurement, shall be available to the public.

If vendor believes any communication contains trade secrets or other proprietary information that the vendor believes would cause substantial injury to the vendor's competitive position if disclosed, the vendor must request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a vendor represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A vendor may not designate its entire proposal as confidential nor may a vendor designate its Cost Proposal as confidential. The City will not honor such designations and will disclose submittals so designated to the public.

If a vendor requests that the City withhold from disclosure information identified as confidential, and the City complies with the vendor's request, vendor agrees to assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the vendor's information), and pay any and all costs and expenses related to the withholding of the vendor's information. The vendor agrees not to make a claim, sue, or maintain any legal action against the City or its Councilmembers, officers, employees, or agents concerning the withholding from disclosure of the vendor's information.

If vendor does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

ATTACHMENTS

- Attachment 1: Sample Agreement for Professional Services
- Attachment 2: Acknowledgement Form for City of Millbrae Agreement for Professional Services
- Attachment 3: City's Technical Environment
- Attachment 4: System Requirements

ATTACHMENT 1 – AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the City of Millbrae ("CITY") and _____ ("VENDOR").

WHEREAS, the CITY desires to obtain professional services for _____ and has issued a Request for Proposals dated _____, 20__, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the VENDOR desires to furnish such services and has submitted a Proposal dated _____, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. **RENDITION OF SERVICES.** The VENDOR agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, VENDOR represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by vendors providing similar services.

2. **SCOPE OF SERVICES.** The scope of the VENDOR's Services shall consist of the services set forth in Exhibit A _____, as supplemented by Exhibit B _____, except when inconsistent with Exhibit A.

3. **TERM.**

The term of this Agreement will be for a term of ____ years commencing upon the Effective Date of the Agreement. The VENDOR shall furnish the CITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Section 2.

The CITY reserves the right, in its sole discretion, to exercise up to five one-year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the CITY determines to exercise the option term(s), the CITY will give the VENDOR at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the CITY's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. COMPENSATION.

[FOR NOT-TO-EXCEED COMPENSATION]

The VENDOR agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subvendor costs and all other costs and expenses incurred by the VENDOR. The hourly rate by personnel category shall be as set forth in Exhibit B. CITY will render payment in the manner specified in Section 5.

[FOR LUMP SUM COMPENSATION]

The VENDOR agrees to perform all of the services included in Section 2 for a total all-inclusive lump sum fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/subvendor costs and all other costs and expenses incurred by the VENDOR. CITY will render payment in the manner specified in Section 5.

5. MANNER OF PAYMENT. VENDOR shall submit invoices to CITY on a monthly basis.

[NOT TO EXCEED COMPENSATION]

Invoices shall itemize, by personnel, the number of hours devoted by VENDOR to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder.

[LUMP SUM COMPENSATION]

Invoices shall include a description of the services performed and milestones achieved by VENDOR pursuant to the schedule in Exhibit B.

CITY shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: City of Millbrae
621 Magnolia Avenue
Millbrae, CA 94030
Attn: _____

6. VENDOR'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of VENDOR to undertake, render and oversee all of the services under this Agreement. In the event that Vendor replaces key personnel, the replacement personnel shall have similar qualifications as the person being replaced and shall be subject to final approval by the City.

7. CITY REPRESENTATIVE. Except when approval or other action is required to be given or taken by the City Council, the City Manager, or such person or persons as they may designate in writing from time to time, shall represent and act for the CITY.

8. VENDOR'S STATUS. Neither the VENDOR nor any party contracting with the VENDOR shall be deemed to be an agent or employee of the CITY. The VENDOR is and shall be an independent contractor, and the legal relationship of any person performing services for the VENDOR's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by VENDOR shall be and are the property of the CITY. The CITY shall be entitled to access to and copies of these materials during the progress of the work. Any property of the CITY in the hands of the VENDOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the CITY. If any property of the CITY is lost, damaged or destroyed before final delivery to the CITY, the VENDOR shall replace it at its own expense and the VENDOR hereby assumes all risks of loss, damage or destruction of or to such materials. The VENDOR may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The CITY may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost, or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that VENDOR encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, VENDOR shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that VENDOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. VENDOR shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials,

agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of VENDOR or VENDOR 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. VENDOR shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

12. INSURANCE.

A. Workers' Compensation. VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, VENDOR shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. VENDOR shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering VENDOR and the CITY for liability arising out of the operations and activities of VENDOR and any subcontractors. VENDOR shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of VENDOR in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with VENDOR's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in

favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, VENDOR shall deliver to the CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Professional Liability Insurance. VENDOR shall also maintain Professional Liability Insurance covering VENDOR's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, VENDOR shall furnish to the CITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

D. Deductibles and Retentions. VENDOR shall be responsible for payment of any deductible or retention on VENDOR's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the VENDOR or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, VENDOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of VENDOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if VENDOR or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The CITY shall have the right to terminate this Agreement at any time by giving written notice to the VENDOR. In the event of termination for any reason other than the fault of the VENDOR, the VENDOR shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by VENDOR to effect such termination. For termination for default, the CITY shall remit final payment to VENDOR in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the CITY Manager and the VENDOR's _____.

for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

16. **CONFLICTS OF INTEREST.** The VENDOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The VENDOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a vendor of the City is subject to the same conflict of interest prohibitions that govern City employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, VENDOR and its employees may be required to disclose financial interests. Upon request, the VENDOR agrees to promptly submit a Statement of Economic Interest on the form provided by the City.

No person previously in the position of councilmember, officer, employee or agent of the City may act as an agent or attorney for, or otherwise represent, the VENDOR by making any formal or informal appearance, or any oral or written communication, before the City, or any officer or employee of the City, for a period of twelve (12) months after leaving office or employment with the City if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The VENDOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the City; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The VENDOR shall not engage the services of any subcontractor or independent vendor on any work related to this Agreement if the subcontractor or independent vendor, or any employee of the subcontractor or independent vendor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the VENDOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the VENDOR immediately shall provide the City with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The VENDOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, the City becomes aware of an organizational conflict of interest in connection with the City's performance of the work hereunder, the City shall similarly notify the VENDOR. In the event a conflict is presented, whether disclosed by the VENDOR or discovered by the City, the City will consider the conflict presented and any alternatives proposed and meet with the Vendor to determine an appropriate course of action. The City's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the VENDOR must maintain lists of its employees, and the subcontractors and independent vendors used and their employees. The VENDOR must provide this information to the City upon request. However, submittal of such lists does not relieve the VENDOR of its obligation to assure that no organizational conflicts of interest exist. The VENDOR shall retain this record for five (5) years after the City makes final payment under this Agreement. Such lists may be published as part of future City solicitations.

The VENDOR shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The VENDOR shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the VENDOR to damages incurred by the City in addressing organizational conflicts that arise out of work performed by the VENDOR, or to termination of this Agreement for breach.

17. MISCELLANEOUS

A. Records. All VENDOR and sub vendor costs incurred in the performance of this Agreement will be subject to audit. The VENDOR and its sub vendors shall permit the City, the State Auditor, and their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the VENDOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the VENDOR pursuant to this Agreement. The VENDOR shall also provide such assistance as may be required in the course of such audit. The VENDOR

shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the VENDOR agrees to reimburse the City for those costs within sixty (60) days of written notification by the City.

B. CITY Warranties. The CITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Confidentiality. VENDOR shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the City Manager.

D. Use of Subcontractors. VENDOR shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. VENDOR shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

E. No Assignment. VENDOR shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the CITY.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or

written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties. In the event of a conflict between this Agreement and Exhibit A or Exhibit B, this Agreement prevails.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

CITY OF MILLBRAE:

VENDOR:

(See footnote below)*

By: _____

City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City Attorney

*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

ATTACHMENT 2 - ACKNOWLEDGEMENT FORM

**ACKNOWLEDGEMENT FORM FOR CITY OF MILLBRAE
AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF MILLBRAE REQUEST FOR PROPOSALS FOR ELECTRONIC
CONTENT/RECORDS MANAGEMENT SOFTWARE AND IMPLEMENTATION
SERVICES.**

By signing below, the vendor acknowledges that it has examined the enclosed City of Millbrae “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, **without any changes**, shall be executed by the vendor within three (3) working days of notification by the City and vendor shall comply with applicable insurance requirements.

Legal Name of the Firm:

Business address:

Name of Authorized Person:

Signature of Authorized Person:

_____ **Date:** _____

Telephone Number: _____

Email Address: _____

If requesting changes to the City’s Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City’s Standard Agreement including section number and requested language.

ATTACHMENT 3 – CITY’S TECHNICAL ENVIRONMENT

System	Purpose
Tyler/New World (being transitioned to the Cloud)	General ledger Fixed assets Payroll Human resources actions Procurement and contracts Utility billing (transitioning from Acela) Business licenses (transitioning from HdL) Planning and building permits (will be transitioning from TRAKiT)
CSG Consulting cloud	Public works drawings and plans
Phoenix AIMS	Asset management
GIS	Mapping
Barker Blue	Public works projects
Code Publishing Company	Hosted publishing of municipal code
SCADA	Water and wastewater management
Vision Internet	Website management
Harris Local Government	Old financial records
None at this time*	Agenda & Council Meeting Management * an approach that will integrate with ECM is desired
Office 365 Suite	Productivity (transitioning from on-premise)
EMAIL	Exchange 2010
Windows Server	2012
Windows OS Desktop	Mix of Windows 7 and Windows 10

ATTACHMENT 4 – SYSTEM REQUIREMENTS

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
Item	1. Key System Requirements			
1.01	The Application has multiple methods to import existing documents from 3rd party applications, desktops, network drives and file servers. Importation can be done in groups or batches (en masse).			
1.02	The Application ingests all metadata associated with image(s) and document(s).			
1.03	The Application provides both a Web browser and a Desktop Client User Interface.			
1.04	System provides a single interface for the configuration and administration of all major system components (e.g., import processing, document type configuration, index value configuration, workflow, user groups and rights, storage structure, scanning, records management, foldering, scripting, etc.).			
1.05	The Application provides the ability to store index value sets that can later be used to auto-index documents by entry of only a single primary value. This enables simplified indexing and more flexible retrieval by allowing users to enter a single index value and have all related index values auto-populate.			
1.06	The Application should provide for index values to be updated or replaced on multiple documents at once without custom programming or scripting. Provide a detailed explanation of how the Application can re-index documents, at a global level, without programming.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.07	The Application offers the full feature set of a client-based solution through a web deployable interface (i.e., rich internet application).			
1.08	The Application offers full support for the Microsoft Edge, Internet Explorer, Google Chrome and Mozilla Firefox browsers on the Windows platform as well as full support for the Apple Safari browser on the Macintosh platform.			
1.09	The Application provides a means of purging those individual index fields that are no longer being used (compressing database space and optimizing performance).			
1.10	The database architecture supports multi-vendor platforms, specifically Microsoft SQL and Oracle.			
1.11	Data will become immediately available for use, both during input and for reporting.			
1.12	The Application allows for creation and ongoing support of separate development, test, and disaster recovery environments in addition to the production environment.			
1.13	Provide examples of scalability using real customer examples and metrics: <ul style="list-style-type: none"> • Peak number of users in a single instance at one time • Peak number of retrievals per hour • Peak number of documents ingested per day • Peak number of documents stored in the repository 			
1.14	System utilizes a file storage system to store documents, as opposed to storing directly into the database.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.15	The Application allows navigational security, with multiple layers of user definable security to limit access at department, user, system, function, and file levels, including support/accommodation of any secure networks, which may be inaccessible to unauthorized staff. If additional equipment is required, explain how will it impact licensing and support costs.			
1.16	Role based security model includes ability to establish exceptions including single sign-on via Microsoft Active Directory. Additionally, access can be limited to “read only” at the user level.			
1.17	The Application has the ability to classify documents with metadata to make them easier to search and retrieve in the future.			
1.18	The number of metatags and document types should be limitable.			
1.19	The Application ensures a mandatory amount of metadata is captured for each document or record in the library. As new documents are added, the user is prompted to classify the file using required metadata fields as defined by the controlled vocabulary, menus, and text fields.			
1.20	The Application has the ability to process e-forms and automatically extract metadata values.			
1.21	The Application has the ability to automatically tag documents (add/inherit metadata) simply by dragging the documents into a folder.			
1.22	The Application has the ability to reassign document ownership to selected documents or all folder contents when users transfer between unrelated departments and their user access requirements change.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.23	Can restrict ability to add new folders to file plan based upon user role or other designated criteria.			
1.24	The Application natively provides use of a simplified file plan and retention management at the file plan level. If done in conjunction with third-party solution, describe the integration with the Application.			
1.25	The Application provides the ability to execute separate and distinct document retrievals from sections/fields on the screen.			
1.26	Beyond retrieval, the Application allows for other functions to be performed, non-programmatically (i.e., point-and-click configurable), within the business application. This includes the ability to execute ALL of the following functions from a single screen: <ul style="list-style-type: none"> • Index stored documents using data on the business application screen • Present user with a workflow step in context with the business application screen • Launch a complete set of related documents presented in a tabbed folder view • Launch scanning interface to perform ad hoc capture related to the account/record • Create a scanning cover sheet with bar codes using data from the business application screen • Retrieve documents based on a custom query from the business application screen • Index captured documents using data from more than one screen within more than one business application • Launch and complete an electronic form to track an event or start a workflow process • Create a form letter, based off of a Microsoft Word template, using data on the business application screen 			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.27	The Application provides check in / check out ability preventing documents from being overwritten or deleted as documents are updated. The Application librarian can review the status of all documents checked out and check a document back in on behalf of another user.			
1.28	The Application has the ability to automatically increase the version number of the document upon check in. Previous versions of documents, up to a configurable limit, are maintained by the system in the event that a rollback is required.			
1.29	The Application offers the ability to configure limits to how many previous versions of a document are retained.			
1.30	The Application can store documents in their native file formats.			
1.31	The Application allows the archiving of documents to various media, including: <ul style="list-style-type: none"> • Windows file servers, to allow the leveraging of Share and NTFS permissions • Linux file servers • Unix file servers • Integrate with third party network management systems (list those that are compatible); if incompatible with certain commonly used systems, please identify • CD, DVD or Blu-ray 			
1.32	The Application provides ability to configure whether to maintain metadata, or purge metadata, once a record has met retention and is removed from the repository.			
1.33	The Application provides the ability to auto-import camera images and other media files directly from a connected device.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.34	The Application is capable of importing video and audio content files and launching appropriate media viewers for retrieval.			
1.35	The Application provides the ability to import images, video, and indexes provided by an external vendor and for single or batch import into the Application.			
1.36	The Application provides ability to integrate with other devices (fax, MFP) as a means of ingesting documents into the system.			
1.37	Ability to capture, store, retrieve, and reproduce irregular-sized (e.g., larger than 8 ½ x 11) documents.			
1.38	The Applications can send secured links to documents directly to team members, partners, suppliers, or customers. File security is maintained as only authorized users can retrieve the file by using the link.			
1.39	The Application stores documents in their original, native file formats, not in a proprietary format, so that user is not forced to use proprietary software to access data.			
1.40	The Application can be configured to OCR the text content of all documents that are uploaded, scanned or transferred into the database so that becomes available for searching.			
1.41	The Application has approval based publishing so that the organization can choose those documents that must be approved before becoming publicly available.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.42	The Application provides a configurable dashboard component to create and manage personalized interfaces that present end users with real-time access to priority content and tasks (e.g., workflow status report, commonly used document searches).			
1.43	User security can be set so that only copies of records, but not the original records themselves, can be retrieved.			
1.44	The Application can purge earlier draft versions of a document after a configurable timeframe has passed from when the final version is "declared", or set to "Record" status.			
1.45	Documents accidentally deleted by users (with delete permissions) can be quickly recovered by Library Administrators within a configurable timeframe (e.g., 10 days), but not after that.			
1.46	The Applications has the ability to create and print specialized document and version control numbers on documents.			
1.47	The Application records a detailed audit log/trail of all actions performed on a document including user and time stamp, and retention of this audit log after the record is purged is configurable.			
1.48	Describe what is natively tracked in your out-of-the-box audit log/trail.			
1.49	The Application allows an administrator to create custom audit log entries tied to workflow progress for the purpose of generating business process reports.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.50	The Application allows a system administrator to perform an ad hoc audit on system-related activities from within the client (e.g., identification of all documents accessed by a specific employee).			
1.51	The Application is capable of exporting documents out of a demo/test system and importing into a production system.			
1.52	The Application should contain an export tool for large-scale exporting of content in a non-proprietary format. This should supply both the document and the index values.			
1.53	The Application is a highly available, scalable, redundant platform on which to support a library containing millions of files and documents.			
1.54	All Administrative functionality can be accessed remotely using a Web browser over the Internet, as well as via SSL and VPN support to further secure remote user and administrator access.			
1.55	The network operating system under which the Content Management System runs must be Windows based.			
1.56	Under what version of Windows Server does the Content Management System currently run?			
1.57	Allows for enterprise licensing model.			
1.58	Allows for concurrent user licensing.			
1.59	Allows for named user licensing.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
1.60	Ability of system to time out users due to inactivity of their client connection (admin configurable time limits).			
	2. User Experience			
2.01	Users can easily navigate and perform their primary job tasks with little-to-no training and with intuitive ribbon-style toolbars, icons, tabs, and easy access features that are based on the familiar look and feel of Microsoft Office products.			
2.02	The Application provides the ability to personalize user preferences, the views, alerts, workflow preferences and others, including the ability to specify views based on roles.			
2.03	The Application displays all of the associated information about a document alongside the image itself – displaying index values, notes, related documents, revisions, discussion threads, and document history.			
2.04	The Application provides ability to display the document being indexed in a preview pane during the indexing process.			
2.05	The Application has document-to-document (relational) linking to allow users to bundle files into logical groups and integrate viewing capability to display all linked files on-screen. User can point and click on the linked file and the system will take user to that record set.			
2.06	Users can subscribe to be notified of edits / changes / version updates to files or changes to folders they are watching.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
2.07	When an existing file is updated or a file is added to a folder, a subscribed user will receive an email notification that the change has occurred, who has changed it, and a secure link to directly access the document.			
2.08	Users can set alerts and reminders on documents that need attention in the future. (e.g., contract renewals).			
2.09	The Application allows users to combine and aggregate files into their own personal "virtual" folders. For example, a Project Manager might have a folder for project documentation, project legal contract documents, invoices, design documentation and emails from their customer all in one "virtual" folder, even though each individual piece of information is stored in various locations throughout the library.			
2.10	The Application has the ability to create bookmarks to documents frequently accessed such as a "My Favorite" list.			
2.11	The Application enables users to play, stop, and pause multimedia files (audio/video) with the native viewer.			
3. Searching				
3.01	The Application offers a Web based interface for search and retrieval.			
3.02	The search capability can search the metadata associated with the document as well as the actual text content of the document.			
3.03	The search capability has the ability to extract and search the content from file types including PDF, Microsoft Office, Zip, video and many more.			
3.04	Accommodates full text searching of files.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
3.05	The search capability can be quickly restricted to a specific area of the library (e.g. Cabinet or Folder).			
3.06	Information search must return results within 3 seconds 95% of the time. Searches must return results within 5 seconds 100% of the time.			
3.07	The full text search capabilities supports Fuzzy, Synonym, Phonic, Boolean, and Wild Card logic.			
3.08	The Application can export search results and import them into a non-proprietary analysis tool, such as Excel.			
3.09	Users can search for and find (retrieve) only those documents that they are authorized to access.			
3.10	The Application has the ability to save searches for re-use and refine searches within search results.			
3.11	Ability to perform queries from 3rd party systems with which the Application is integrated to retrieve/view documents from the Application's repository.			
3.12	Ability to perform queries from within the Application of 3rd party systems with which the Application is integrated to retrieve/view documents from the 3rd party repository.			
3.13	For date field searching, the Application can be configured to require users to select date(s) from a calendar, rather than keying in date values (so as to eliminate format variations).			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
3.14	For textual and numeric fields, the retrieval software should permit index searches based on exact or partial matches of specified field values.			
3.15	For numeric fields, the retrieval software should permit index searches based on ranges of field values specified by the following relational expressions: greater than, less than, greater than or equal to, and less than or equal to.			
3.16	Ability to retrieve documents by document title, classification, type, address, customer name, number, or any other user-defined index value.			
3.17	When doing a search on a significant portion of the database, the Application will display all file names that the search identified. User can point-and-click on any file(s) displayed to view or retrieve.			
3.18	Provides ability for a user to filter and/or sort a broad search result list by one or more index values.			
3.19	Users should be able to see the various lines and pages where the search word appears, before deciding to view the image.			
3.20	Ability to retrieve documents using multiple index words, numbers, dates, etc., simultaneously.			
4. Records Management				
4.01	Records management functionality provided by the Application is either native, or if it requires integration with a third-party or external RIM tool, integration should be seamless from administrator's perspective. If a third-party RIM tool is required, please describe and include pricing in this proposal.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
4.02	The Application allows ability to lock-down a document as “read only”, or declare as “Record” status once the document is complete or final.			
4.03	The Application provides the ability for documents to be automatically locked or declared as records (e.g., via process workflows) without any additional user interaction.			
4.04	User with appropriate administrative rights can "undeclare" a previously locked down record, making it editable again.			
4.05	The Application provides the ability to place one or more holds on a record, as in the case of an audit or for legal discovery.			
4.06	The Application provides the ability to lift one or more holds on a record, without changing other holds that may be in effect.			
4.07	Ability to assign retention to specific content types that must be assigned to every ingestible document.			
4.08	Ability to utilize the Application to track retention of items in outside repositories.			
4.09	Ability to track locations and status of physical records. If a third-party RIM tool is required, please describe and include pricing in this proposal.			
4.10	Retention policies for declaring as a record, archiving or deletion can be set on a document type and done automatically based on a determined date.			
4.11	The Application provides a disposition processing workflow such that approvals can be assigned and notifications sent to approvers.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
4.12	The Application provides a variety of destruction options, including the ability to keep both index values and files permanently, keep only index values, or purge both index values and files with or without a history log (certificate of destruction).			
4.13	Describe how the Application manages the removal of an item from the repository (unrecoverable overwrite, stubbing, etc.).			
5. Workflow				
5.01	The Application supports, out-of-the-box, the graphical design of workflows with a Business Process Model and Notation (BPMN) compliant designer.			
5.02	The Application provides for customized instructions to be displayed within the workflow application, directing the end user on what functionality they can or should execute.			
5.03	The Application provides a variety of configurable workflow business rule templates for typical business processes (e.g., invoice approval, contract approval).			
5.04	Describe available business process templates and what parameters are available.			
5.05	Include in pricing a separate line item for the cost of professional services for configuring custom business process workflows. (Either flat rate per process, or hourly rate plus average estimated time to configure each process.)			
5.06	The Application provides a review and approval workflow for documents needing to pass through several authors, reviewers and approvers before being ready for general distribution. The review process can be triggered directly from Microsoft Office applications.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
5.07	The approval workflow allows documents to be sent to one or many users for sign off. Approvers are able to approve (or reject) the document providing comments and feedback where required. A sign-off top sheet, or dashboard status, for each document version is maintained so users can see who approved or rejected the document and the feedback they provided.			
5.08	Individual document versions can be restricted from broader circulation until they have been approved by appropriate parties.			
5.09	When required, the Application provides ability for the workflow process to interact directly with defined Web services, allowing external data received to be used as part of a workflow process (i.e., confirm a delivery date from a website such as ups.com). This is to be accomplished out-of-the-box with point-and-click configuration.			
5.10	Provides the ability for an administrator to delegate review and/or approve tasks and signature authority to other users for individual tasks or for all tasks over a given time period, such as during someone's vacation.			
5.11	The Application allows specific users to act as observers of review or approval workflows. Observers can track the progress of documents as they proceed through the workflow and view any comments and feedback as its provided.			
5.12	Users participating in review or approval workflows are provided with a personalized task list or dashboard for all tasks assigned to them. Users can see at a glance their tasks, a description of the work to be done, who assigned the task and it needs to be completed.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
5.13	The Application provides preconfigured workflow reports that detail processing information such as: <ul style="list-style-type: none"> • Average Time to Process Document • Daily Workflow Usage • Document Process Time per Workflow Queue • Documents Processed per Queue • Documents Resident per Queue • High or Low Document Processing Identification • Queue Processing Time per User Please describe the available report(s).			
5.14	Users can easily access the Application to perform workflow activities using a standard web browser such as Microsoft Edge, Internet Explorer, Chrome, Apple Safari and Mozilla Firefox.			
5.15	The Application allows documents to be added to a workflow in several different ways, including: <ul style="list-style-type: none"> • Scanning • Electronic forms processing • Document import processing • API • E-mail interface • Drag and drop from a business application screen • Adding documents already stored within the Application’s repository to a workflow process at a specific point-in-time 			
5.16	The Application provides the ability to perform parallel processing by automatically routing a single document through multiple business processes simultaneously and allowing multiple users to access and work on the same document.			
5.17	Workflow features integrate through Microsoft Outlook.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
5.18	Workflow has automatic event notification via Outlook email.			
5.19	Workflow has routing protocols.			
5.20	Workflow allows users with appropriate authority to define conditions.			
5.21	Work flow must provide support for both adhoc and rules based work flows.			
5.22	Workflow can be automated for a specific document type and workflow template.			
5.23	Workflow creates an audit trail.			
5.24	Upon execution of a task within a workflow process, the Application provides the ability to automatically present a prompt requesting additional information for downstream processing (i.e., hiring manager determines a candidate as a "no fit" for a given position and is prompted for feedback on candidate's positioning for a role elsewhere in the organization). This is to be accomplished out-of-the-box with point-and-click configuration.			
5.25	Workflow tasks can be viewed in an Outlook Calendar.			
5.26	Allows user involvement during the process instances, e.g., enactment of a process on-line, to re-assign work tasks, re-prioritize tasks, and monitor audit trail.			
	6. Document Editing & Viewer Functionality			
6.01	The Applications can "redact" documents, i.e., to black out sensitive information in a document and password protect it so that it can not be seen (examples might be driver's license numbers or social security numbers).			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
6.02	The Application will allow users to look at engineering or design files without having CAD software installed. Certain engineering functionality like measure and magnify should be available.			
6.03	The Application will allow user to do Mark-up, Annotation, and make Sticky Notes on documents without having to open them in native software. These notes can be saved and associated to the document, but do not impact the original documents.			
6.04	The Application will allow users to look at documents without having the native software installed. For example, a user may have old "Word Perfect" files that could be looked at using the software viewers. If there are limits to which software and/or versions can be viewed, please describe.			
6.05	The Application provides ability to stamp a specific revision of a document as a version, limiting which revisions of a document a certain user can see.			
6.06	Ability of system to lock files as they are edited to avoid revision contention issues.			
6.07	The Application must support and store multiple layers of annotations separately.			
6.08	Ability to print out annotations on images at user's option.			
6.09	The ability to view multiple pages of a file or multiple files on screen at the same time.			
6.10	Ability to manipulate image displays by scaling, magnifying, panning, rotating, or annotating.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
	7. Integration, Customization and Reporting			
7.01	Vendor will provide a high-level document describing API and Web Service feature set.			
7.02	The Applications has an industry standard and well documented API that allows integration with third party applications, such as financial systems, GIS and CAD software.			
7.03	The Application integrates with Microsoft SharePoint as a web part to give users portals, wikis, collaboration and structured Content Management.			
7.04	The Application synchronizes users or groups from objects in Active Directory, LDAP or NT Domain directory servers. Once integrated, both users and groups can then be assigned to functional roles.			
7.05	From a data-centric business application, based on account/record information presented on the screen, the Application allows users to retrieve stored documents without custom programming, API programming, scripting, or modifications to the existing application.			
7.06	The Application is fully integrated with Microsoft Office Outlook 2010 and above, Microsoft Office and Office 365 applications (Word, Excel, PowerPoint, OneNote, Visio, OneDrive), including direct import into repository via Drag-n-Drop, Batch, Tag-Upload, etc.			
7.07	The Application uses SQL reporting services to generate an infinite array of reports.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
7.08	The Application's reporting tool directly integrates with Microsoft Excel, allowing users to build reports natively in Excel utilizing the ECM solution attributes.			
7.09	The Application interfaces with a network facsimile system.			
7.10	The Application produces reports utilizing custom transactions (i.e., approval time stamps added by a specific user during a transaction).			
7.11	Non-programmatic configuration enables the system to be auto-aware of any business application that are integrated for document retrievals (meaning a user does not have to manually declare the business system in which they are working).			
7.12	The Application provides http url requests to retrieve documents, present workflow interfaces, and present a folder interface in lieu of custom programming.			
7.13	Beyond image enabling, the Application brokers bi-directional data and document communication between your system and multiple third-party applications (e.g., posting invoice data from a capture process to the invoice entry in financial systems, SAP, or Oracle).			
7.14	The software interfaces a virtual printer to allow importing of documents from any Windows based application with the print function.			
7.15	The Application allows for the expansion of document repositories while remaining seamless to the user.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
7.16	The Application can be rebranded.			
7.17	The Application can be customized so that appearance resembles that of an organization's own look and feel.			
7.18	The Application has a "portal" in which casual internal users can access specially designated information in the library without having the need to login.			
7.19	The Application provides a public portal that can be integrated with the organization's public-facing website, and through which documents can be posted for public viewing.			
7.20	The Application has the ability to integrate with specific enterprise applications such as: <ul style="list-style-type: none"> • Microsoft Office Suite (Office 2013) • Microsoft Outlook/Exchange • Microsoft SharePoint • Tyler/New World • Phoenix AIMS (asset management) • Barker Blue • CSG Consulting cloud • GIS • FTP sites and/or services • Records repositories 			
7.21	The Application can take documents and file them into appropriate folders based on predefined values in customized scripts.			
	8. Document Scanning			
8.01	The Application has simple Integration with 3rd party scanning and imaging software to import basic scanned documents.			
8.02	The Application supports both simple and complex scanning, including allowing for separation of image and PDF file types.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
8.03	The Application supports advanced scanning features such as: image enhancement, OCR, viewing, annotation, printing, and storing images for both black-and-white and color pages, barcode and patch code recognition for automatic document separation when processing large numbers of documents.			
8.04	The software is configurable to watch for files created by the scanning process and streamline the indexing and addition of scanned files to the library.			
8.05	The Application should provide options to QA image quality and/or index accuracy. It should also provide a simple image re-scan process that automatically replaces the poor images with the newly-scanned images.			
8.06	The Application should be compatible with widely available desktop and production scanners.			
8.07	Capability to run multiple scanners concurrently with multiple workstations, all networked into a common imaging server.			
8.08	Capability to do batch scanning and indexing.			
8.09	Ability to employ OCR technology at scan time to populate index values from a full page OCR scan.			
8.10	Ability to apply OCR technology to batches of images files after they have been imported and run scripts to populate index values from OCR document information.			
9. Email				
9.01	The Application allows drag-and-drop import of messages into the system using e-mail client folders in order to automate the classification and indexing of e-mails and attachments (e.g., a user could create a folder for purchase orders, one for invoices, another for resumes, etc.).			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
9.02	The Application allows e-mails and attachments to be automatically imported and fully indexed into the system without any user intervention or data entry.			
9.03	The Application allows users to attach documents directly to outgoing e-mail using Microsoft Outlook in both server and cloud versions.			
9.04	The Application provides an e-mail archive that offers the ability to assign time-based retention to e-mails with the ability to put an e-mail or group of e-mails “on hold,” preventing automatic destruction.			
9.05	The Application supports single instance storage of both e-mail and attachments. For example, e-mails and attachments are only stored once in the e-mail archive, with the sender and all recipients pointing to one record/file.			
9.06	The Application provides the ability for users to access an e-mail in the archive directly from their client.			
9.07	The Application provides the ability to search e-mail index values and/or perform a full-text search on e-mail and attachment content.			
9.08	The Application provides the ability to save only the email message, only the attachment(s), or both.			
	10. Forms Management & Electronic Signatures			
10.01	The Application supports the use of electronic forms natively without requiring the purchase of any proprietary forms software.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
10.02	The Application maintains revision control on electronic forms to offer flexibility to display forms in their submitted state or with a new layout, allowing business processes to advance.			
10.03	The Application's electronic forms offering will be architected in a way to interact with other parts of the repository including: <ul style="list-style-type: none"> • Document import capture • Web (online form submission) • Web portal and SharePoint (form creation / submission through portal) • Index value design and structure • Cross-referencing • Notes/annotations • Workflow (form auto-triggers a workflow process) • E-mail (form viewed as attachment) 			
10.04	In addition to native electronic forms solution, the Application will provide for integrations with popular forms software like Microsoft InfoPath and Adobe LiveCycle to allow users to complete forms created with these products and process them directly into the system repository.			
10.05	Includes electronic signature management capabilities, including support for inserting signatures and managing records content and access. If specific electronic signature products are recommended or preferred, please describe.			
	11. Infrastructure, Installation, Technical Support and Training			
11.01	Options for service level agreement (SLA) for guaranteed support response time with financial penalties for not meeting guarantee, including on-site and phone support on an 24X7 basis.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
11.02	Vendor will guarantee 99.99% service level agreement (SLA) for system uptime, with financial penalties for not meeting guarantee.			
11.03	Describe Application's compatible with commonly available enterprise antivirus software applications. Provide list of anti-virus, malware, anti-phishing software in use.			
11.04	Ability to enter support requests via the web.			
11.05	Vendor will provide optimal response time based system on current, attached network configuration. Provide recommendations if current system requires modification.			
11.06	Vendor agrees to: - Establish and maintain, at a minimum, both a test environment/sandbox and a production environment- Explain to the customer the difference between the test/sandbox and production environments and the intended purpose and value of each environment- Encourage the customer to perform all User Acceptance Testing (UAT) in the test environment, rather than in the production environment- Use the results of UAT to update both the test and production environments - Ensure that when the application goes "LIVE" both the test and production environments are configured the same and have the same features- Install software updates and patches into the test environment, and encourage customer to perform additional UAT, prior to installing in production			
11.07	Vendor will provide training options (e.g., prerecorded versus instructor-led) for both system administrator and end users.			
11.08	Vendor will secure all organization data in accordance with industry best practices.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
11.09	Vendor to guarantee all data in the repository will be surrendered to the organization on demand at any time, for no additional charge. Vendor to outline how the organization can migrate away from the Vendor's platform, if the system proves to be unsatisfactory, or if the organization decides to switch vendors/platforms at a later date.			
11.10	Vendor will guarantee that the organization's data will not be used without permission for marketing purposes, resold, or shared with third parties.			
11.11	Vendor will guarantee data transfers between the organization and Vendor's cloud environment are encrypted at all times.			
11.12	If ECM system will be used to store, or provide access to, public safety information (e.g., police/fire), Vendor will guarantee the ECM system will meet DOJ and statutory requirements for data security.			
11.13	Vendor will detail its backup and disaster recovery (BDR) procedures for its cloud-hosted system, and how long it keeps backups of the organization's data.			
11.14	Vendor will provide recommendations for internet circuit bandwidth based on client projected volume and response time.			
12. Hosting Considerations				
12.01	Ability to apply governance to cloud-based repository.			
12.02	Describe in detail the cloud based business continuity and disaster recovery capabilities, backup data centers, and any third party vendors involved.			

	Content Management and Records Management Software Requirements	Standard (Y/N)	Optional (Y/N)	Follow-up Detail Comments
12.03	Third party business continuity and disaster recovery vendors to provide the same level of response time and availability as production environment.			
12.04	Vendor to provide cloud based data repository within USA borders, governed by the laws of the USA.			
12.05	What is the level of guaranteed availability and the repercussions if the Service Level Agreement (SLA) is not met? Please include the SLA as a deliverable.			
12.06	Describe your recovery point objective (RPO) and recovery time objective (RTO) in the event of a data center outage.			
12.07	Describe and include your data breach policies and procedures.			
12.08	Describe the physical characteristics of the hosting datacenter and include if it is owned by the company or contracted.			
12.09	Does the datacenter meet Federal HIPAA guidelines? Explain.			
12.10	In the event of contract termination by either party describe the process, capabilities and format that Town data can be retrieved from the hosted site.			
12.11	Describe the frequency and scope of data center audits. Summaries of audits should be provided on a regular basis and the latest, if available, should be included as a deliverable.			