

City of Lynwood



REQUEST FOR PROPOSALS

Enterprise Content Management System / Enterprise Document Management System (ECMS / EDMS)

Optional Document Conversion Services

Released Date: Thursday, January 11, 2007

Optional Pre-proposal Conference: Monday, January 29, 2007, 8:00 am

Deadline for Submission: Thursday, February 15, 2007, 3:00 pm

SUBMIT PROPOSALS TO:

ANDREA HOOPER, CITY CLERK

CITY OF LYNWOOD

11330 BULLIS RD.

LYNWOOD, CA 90262

Inquiries regarding this project should be directed to: Lorry Hempe, Assistant City Manager @ 310-603-0220, ext. 200 or lhemp@lynwood.ca.us

NOTICE INVITING REQUEST FOR PROPOSALS

FOR

**ENTERPRISE CONTENT MANAGEMENT SYSTEM / ENTERPRISE DOCUMENT
MANAGEMENT SYSTEM AND DOCUMENT CONVERSION SERVICES**

The City of Lynwood, California has issued an RFP for an ECMS / EDMS (Enterprise Content Management System / Enterprise Document Management System) and Document Conversion Services.

Document Conversion Services (Scanning) are optional for bidders, and separate bids addressing only this component of the RFP may be submitted.

Copies of the RFP can be obtained at the City's website, www.lynwood.ca.us or by e-mailing the City at lhempe@lynwood.ca.us.

Proposals will be accepted until **Thursday, February 15, 2007 (PDT) @ 3pm.** Proposals received after the submittal time will be rejected and returned unopened to the sender. Proposals are to be delivered to the following address:

ANDREA HOOPER, CITY CLERK
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

Inquiries regarding the Request for Proposals should be directed to: Ms. Lorry Hempe, Assistant City Manager, at 310-603-0220, ext. 200.

The City of Lynwood reserves the right to reject any and all proposals, to waive any irregularity in proposals received and/or to make partial or multiple awards for any portion of the work proposed by the RFP.

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1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

The City of Lynwood ("City"), California is seeking proposals from experienced and qualified bidders to provide an Enterprise Content Management System/Electronic Document Management System ("ECMS / EDMS") and Document Conversion Services. The City desires to image documents and store electronic data, then be able to search and retrieve the images and/or data via full-text searches and/or metadata (index) searches. The City also desires to make selected documents and/or data available on the City's website for public searching and retrieving in a very simplified, user-friendly format.

Approximately four years ago, the City of Lynwood's Finance Department acquired a LaserFiche EDMS with the following configuration:

LaserFiche Version 7.x 3 full user LSAP

- 10 retrieval / view
- 3 snapshot
- 1 Weblink

Data currently in the system:

- 324,000 files in 815 folders
- 6.4GB of data
- 9 volumes

The current configuration does not include a DVD-R burner or software.

The database has approximately 21,000 documents that have been scanned and indexed into the system.

The City has the goal of deploying an EDMS with an easy-to-use interface for the public to search on the Internet.

Rather than simply upgrade the City's current system, the City has chosen to issue an RFP to explore all options available to ensure the easiest, most robust access for the public.

This Request for Proposal ("RFP") does not preclude the City continuing with LaserFiche or its current VAR (ECS); it simply provides an opportunity to look at the options available, including upgrades to the current system.

This Request for Proposals (RFP) will cover software, hardware, customization of the Web Interface, and conversion of existing images, text files and indexes (if necessary) for the following proposed phase **Phase 1:**

- Custom Web Searching Interface as Specified in Appendix A;
- 5 concurrent public licenses
- RAID Fileserver
- DVD-R burner and software
- 1 Color Duplex Scanner

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- 1 Scan / OCR / Index License
 - Interface / Application / Template development for:
 - o Agenda Packets
 - o Agendas
 - o Budgets
 - o Contracts
 - o Minutes
 - o Ordinances
 - o Resolutions
 - If not a LaserFiche Product:
 - o Conversion of approximately 21,000 documents, text files and index files: See Appendix B for more information
 - o 10 concurrent retrieval licenses (for employees to use)
 - o 2 scan / OCR / indexing licenses

Phase 2:

- 10 concurrent retrieval licenses (for employees to use)
- Agenda Management Software and Implementation Services
- Application / Interface Development for other Records Series
- Interface to retrieve images, indexes, and text from Eden Financial System
- 1 Color Duplex Scanner
- 1 Scan / OCR / Index License

There is an optional pre-proposal meeting on **Monday, January 29, 2007, at 8:00 am at Lynwood City Hall, 11330 Bullis Road, Lynwood, CA**; the deadline for submission of proposals is **Thursday, February 15, 2007 at 3:00 pm**.

Selected vendors will be required to perform an onsite demonstration in Lynwood on **Monday, March 12, 2007**.

The City may require site visits to existing installations of selected systems. Arrangements will be made individually with the selected vendors by the City or consultant.

1.2 MINIMUM REQUIREMENTS FROM PROPOSERS AND SOFTWARE

- At least one installed operational system with an interface to a building permit application preferred. The City currently uses an Access-based system developed in-house.
- At least one installed, operational system with an interface into ESRI GIS (Geographic Information System) preferred.
- At least one installed, operational interface with a financial system is preferred. The City will be using Eden Financial System in the near future.
- The ability utilize the City's multi-function devices and to compress images generated from them (Xerox 3535 and 3545, Cannon Image Runner C5800) is preferred.

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- OCR (Optical Character Recognition)
 - Full-text searching that is capable of retrieving the image from the full-text search.
 - The ability to attach an image stored in the ECMS / EDMS system to an e-mail from the City's Microsoft Outlook e-mail system
 - Workflow software
 - Software must have a concurrent software licensing structure
 - The proposing firm (vs. software manufacturer) must have installed and supported at least one installation with 25 or more workstations successfully operating in a Windows 2000 (or newer) networked environment at a business location
 - Import files and export files via scanning or standard data file format imports (ASCII, BMP, GIF, TIFF, JPEG, PDF)
 - ODBC- and OLE- compliant software (all databases)
 - Writes to media which does not permit additions, deletions, or changes (e.g. CD-ROM; DVD-ROM, WORM) to produce copies for offsite storage
 - High levels of access security
 - Onsite training
 - Electronic instruction manuals and "Help"
 - Software technical support and annual maintenance
 - Breakout pricing for individual components (hardware, software, installation, training, and support maintenance)
 - Selected vendors will be required to perform an onsite demonstration in the Council Chambers, Lynwood City Hall, Monday, March 12, 2007 (save the date!)
 - The City may require site visits to existing installations of selected systems; if it does so, this is planned for Thursday, March 29, 2007.

1.3 CITY BACKGROUND

Located in the industrial heartland of Los Angeles County, the City is nestled less than 20 miles between two of the busiest ports in the world, Port of Long Beach and Port of Los Angeles. Major transportation corridors bound the City of Lynwood: I-710 Long Beach Freeway to the east, I-105 running east and west, and the Alameda Corridor to the west.

The City consists of 4.9 square miles. Lynwood is a general law city operating under a Council-Manager form of government. The City's policymakers are comprised of five (5) council members elected at large in overlapping terms. Lynwood has an annual operating budget of \$64 million dollars and 283 full time employees. The City currently contracts with Los Angeles County to provide law enforcement and fire services.

The City's organization is divided into several departments and offices listed as follows: City Manager's Office, Finance Department, City Clerk's Office, Human Resources Department, Redevelopment Department, Public Works Department, Recreation and Community Services, City Treasurer's Office, and Development Services.

SECTION 2 – PROJECT OVERVIEW

2.1 PROJECT BACKGROUND

The City's Finance department acquired and implemented a LaserFiche EDMS approximately 4 years ago. Although the City has acquired WebLink, it has not been deployed over the Internet, as the primary user has been Finance, and Council documents (other than Agenda Packets, which are posted to the Web in PDF format that is not text searchable) have not been scanned into the system due to labor constraints.

Many departments wish to scan and/or import documents, then search in full text or via metadata to retrieve the documents. They desire that all imaging be done in compliance with State and Federal law, so they can destroy the paper versions, relying on the image as the original. In addition, the City Council and staff have expressed an interest in having a simplified interface for the public to use to search through their documents.

The City has formed an EDMS team comprised of members from all departments to determine what records series should be placed in the system, and to select the final software solution for the City.

2.2 EXISTING TECHNOLOGY ENVIRONMENT

Approximately four years ago, the Finance department acquired a LaserFiche EDMS with the following configuration:

LaserFiche Version 7.x 3 full user LSAP

- 10 retrieval / view
- 3 snapshot
- 1 Weblink

Data currently in the system:

- 324,000 files in 815 folders
- 6.4GB of data
- 9 volumes

Database: MSDE

185MB .mdf file

Network Architecture:

Microsoft Windows Server 2003 Active Directory

Microsoft Windows Exchange Server 2003

Cisco 2600 Router and 2900 Catalyst series of 100MB switches

SonicWall Pro firewall: model 3060

LaserFiche: Dedicated Server

Supermicro Superserver: Xeon Processor 2.4Ghz 2GB RAM

RAID storage using Promise Storage solution: 200GB of available space.

2.3 PROJECT TEAM

A project team comprised of representatives from various departments has been organized to bring this technology to the City of Lynwood. Questions or comments concerning this RFP are to be directed to:

Lorry Hempe, Assistant City Manager
(310) 603-0220, ext. 200
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
lhemp@lynwood.ca.us

The City retained the services of Diane R. Gladwell, CMC, Gladwell Governmental Services, Inc. to assist the City with the RFP process. From time to time the City may consult with Ms. Gladwell to respond to vendor inquiries relative to this RFP.

The RFP will be made available in electronic form upon request. All questions related to this RFP should be submitted in writing (e-mail is acceptable) and be addressed directly to Ms. Hempe. This will ensure equity among proposers and that questions and correct information are routed to the appropriate person. Telephone communications shall not be binding on the City or Consultant.

SECTION 3 – PROCESS INSTRUCTIONS

3.1 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on Monday, January 29, 2007, at 8:00 am at the following location:

Council Chambers
Lynwood City Hall
11330 Bullis Rd.
Lynwood, CA 90262

3.2 PROPOSAL FORM

All proposals must be submitted on the form(s) provided in the RFP Specifications. Supplemental material may also be submitted.

3.3 PROPOSAL SUBMISSION

- 3.3.1 **Firms desiring to respond to the RFP shall submit an original and ten (10) copies of the proposal and one (1) electronic version must be provided on CD or DVD , marked on the outside “Enterprise Content Management System / Enterprise Document Management System.”** The proposals shall include the name of the proposer and the date and time when the response is due. In order to be considered, a proposal must be submitted prior to the closing of the response period at **3 p.m. (PDT), Thursday, February 15, 2007,** to the attention of:

*Andrea Hooper, City Clerk
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262*

Responses sent by telephone, telegram or facsimile will not be accepted.

It is the sole responsibility of each proposer to ensure that its response reaches the City Clerk’s Office by the time and date specified. Responses received after the specified time and date shall be returned unopened. The time/date stamp clock located in the City Clerk’s Office shall serve as the official authority to determine the timeliness of any responses.

- 3.3.2 Proposers are cautioned that they are responsible for delivery to the specific location cited above; therefore, if the response is delivered by an express mail

carrier or by any other means, it is the proposer's responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.

- 3.3.3 All responses shall become the property of the City and subject to public disclosure pursuant to the provisions of the California Public Records Act (Gov. Code § 6250 et seq.). Proposers may designate selected portions of their proposals as confidential, such as financial statements, proprietary information or trade secrets, provided such portions are clearly marked "Trade Secrets," "Confidential" or "Proprietary" and placed in a separate envelope. Such confidential information shall only be disclosed as permitted by the California Public Records Act or other applicable laws. Proposers who indiscriminately and without justification identify most or all of their proposals as exempt from disclosure may result in such proposals being deemed non-responsive. Proposals, excluding confidential information, will be available for public review after posting of staff's recommendation.
- 3.3.4 Bidders may submit more than one proposal (e.g. one for an ASP model of service delivery, one for purchase).
- 3.3.5 Proposals must be signed by an individual authorized to bind the proposing entity to all commitments contained therein.
- 3.3.6 Proposers must complete and return the Proposer Background Questionnaire attached hereto as **Exhibit D** with their responses. Incomplete responses or failure to turn in **Exhibit D** with RFP responses will result in an incomplete response which will not be considered by the City.
- 3.3.7 By submitting a response to this RFP, vendor waives the rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of qualified vendors. In addition, the City reserves the right to issue written notice to all participating vendors of any changes in the proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The City reserves the right to reject any and all proposals, to waive any irregularity in proposals received and/or to make partial or multiple awards for any portion of the proposed work. The City of Lynwood reserves the right to compare the relative merits of the respective proposals, and to choose that proposal or components of those proposals which, in the opinion of the City, will best serve the interests of the City.

3.4 VENDOR SELECTION PROCESS

- 3.4.1 Evaluation of the proposals is expected to be completed within sixty days after the deadline. The City will award the contract based upon the proposal the City determines to be most advantageous. Given the professional/special services aspect of this RFP, the City is not required to select the lowest monetary bidder. Selection criteria upon which evaluation of the proposals will be based, includes, but is not limited to:

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- Ease of use,
 - Speed (input, processing and retrieval) under fully-loaded conditions,
 - Features,
 - Security,
 - The ability, capacity and skill of the proposer to perform the contract,
 - The character, integrity, reputation, judgment, expertise, and efficiency of the proposer,
 - Integration with other applications,
 - The cost to complete the project or the part(s) of the project the City elects to award, and
 - The quality and level of service of technical support.

3.4.2 No compensation will be due to any proposer, firm or any other person for preparation of a written proposal in response to this RFP or for attending pre-award meetings with the City or the City's consultant. Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing firm and with the express understanding that no claims against the City for reimbursement will be accepted.

3.4.3 Issuance of this RFP and receipt of proposals is not a solicitation and does not obligate the City of Lynwood to accept any proposal, negotiate with any proposer, award a contract or proceed with development of any project proposed in response to this RFP. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the proposer to whom the award is contemplated. The awarding of any contract pursuant to this RFP is dependent upon the approval of the Lynwood City Council in its sole discretion.

3.4.4 Selected vendors who meet the minimum requirements may be invited to demonstrate their systems at Lynwood City Hall on **Monday, March 12, 2007**. The City will schedule times after the bids have been received.

3.4.5 The City may require site visits to existing installations of selected systems. Arrangements will be made individually with the selected vendors by the City or consultant.

3.5 VALIDITY OF PROPOSALS

The proposer shall guarantee that all provisions of the proposal submitted shall remain in effect for a period of 120 calendar days from the date of opening. Proposals may not be withdrawn after the submission date.

3.6 PROPOSAL DEVELOPED BY CONSULTANT

This request for proposal was developed by Gladwell Governmental Services, Inc. It contains pre-existing copyrighted material, and cannot be utilized or distributed for purposes other than the City without the prior written consent of Gladwell Governmental Services, Inc. and the City of Lynwood.

3.7 RIGHTS

The City of Lynwood reserves the following rights:

- 3.7.1 To modify this RFP at any time;
- 3.7.2 To determine the professional and financial competence and responsibility of proposers.
- 3.7.3 To select a limited number of proposers to be interviewed or to provide on-site demonstrations at the City's sole discretion.
- 3.7.4 To require additional demonstrations and site visits to existing installations.
- 3.7.5 To purchase some components from other vendors (e.g. hardware).
- 3.7.6 To adjust the project schedule and scope to best meet the City's needs.
- 3.7.7 To ask a proposer to provide alternative pricing for various components than those originally proposed.
- 3.7.8 To reject any or all proposals.

SECTION 4 - SPECIFICATIONS

4.1 DELIVERABLES

Deliverables shall include, at the least, the following components, installed and fully functional as described below and elsewhere in this proposal, at specified Lynwood City buildings as appropriate:

- 4.1.1 All required software and hardware. All components must comply with the Minimum Requirements for Proposers and Software outlined in the Executive Summary.
- 4.1.2 The successful installation of Phase 1 must take place within the agreed upon timeframe(s). Successful installation is defined as: all components purchased via this proposal and contractual agreement are fully operational (includes employee training as directed by the City) and able to be relied upon on a daily basis by the City of Lynwood.
- 4.1.3 Onsite employee training completed within an agreed upon timeframe
- 4.1.4 Annual software technical support
- 4.1.5 Annual software maintenance and upgrades

4.2 Phase 1:

- Custom Web Searching Interface as Specified in Appendix A;
- 5 concurrent public licenses
- RAID Fileserver
- DVD-R burner and software
- 1 Color Duplex Scanner
- 1 Scan / OCR / Index License
- Interface / Application / Template development for:
 - o Agenda Packets
 - o Agendas
 - o Budgets
 - o Contracts
 - o Minutes
 - o Ordinances
 - o Resolutions
- If not a LaserFiche Product:
 - o Conversion of approximately 21,000 documents, text files and index files: See Appendix B for more information
 - o 10 concurrent retrieval licenses (for employees to use)
 - o 2 scan / OCR / indexing licenses

4.3 Phase 2:

- 10 concurrent retrieval licenses (for employees to use)
- Agenda Management Software and Implementation Services
- Application / Interface Development for other Records Series
- 1 Color Duplex Scanner
- 1 Scan / OCR / Index License

4.4 System Roll-Out

The system will be “rolled out” in an incremental manner as determined by the City. The City reserves the right to purchase software and hardware in increments as they deem appropriate. Additional expansion of the system is anticipated; however, the City is under no obligation to purchase subsequent components.

SECTION 5 – SPECIAL TERMS AND CONDITIONS

5.1 REVIEW AND RESPONSE TO CONTRACTUAL PROVISIONS AND SPECIAL TERMS AND CONDITIONS.

A copy of the City's standard Professional/Special/Consulting Services Agreement is attached as **Exhibit C** to this RFP. The provisions contained in **Exhibit C** and the Special Terms and Conditions set forth in this section reflect the terms and conditions which must be included (using the language provided or some substitute language acceptable to the City) in the City's final Agreement with the successful vendor for the products and services specified herein. These contractual provisions and Special Terms and Conditions are not all-inclusive, but are included to standardize the evaluation of Vendor's agreements and to supplement them where provisions required by the City are not included in the Vendor's existing agreements. Proposers must submit any requested changes, modifications or additions to the Agreement set forth in Exhibit C and any requested changes, modifications or additions to these special terms and conditions with its response to this RFP. Mere submission of the proposer's "boilerplate" or standard form contract will not constitute a satisfactory response. Responses must address the proposer's acceptance, rejection or proposed modification of each of the provisions of the Agreement in Exhibit C and each of the Special Terms and Conditions set forth below. Failure to respond in this fashion may cause responses to be disqualified as "non-responsive." The City reserves the sole right to accept, reject or modify any requested changes, modifications or additions to Exhibit C or these Special Terms and Conditions. The City further reserves the right to modify and refine the scope of work prior to execution of any final Agreement.

5.2 STATUS OF VENDOR/ PRIMARY VENDOR

It is agreed to and understood that Vendor, its employees and the employees of any approved subcontractors/sub-vendors or third party vendors selected for this project shall be considered independent contractor(s) and not employees of the City of Lynwood.

The City is interested in a complete and integrated solution and prefers to contract with a single, primary vendor through whom all hardware, software products and related services would be channeled. If a multi-vendor or subcontracted approach is proposed, the proposer should clearly identify the responsibilities of each vendor and the assurances of performance offered. The primary vendor will be responsible, and must take responsibility, for the entire contract performance whether or not sub-vendors or third party products or services are used.

5.3 LATEST TECHNOLOGY

The proposer must provide all new hardware and the latest versions of all software. All manufacturer's licenses, titles, manuals, and warranties will be passed through to the City of Lynwood. The proposer warrants that deliverables will be in conformance with the RFP, free from defects of product or workmanship, and fit for the intended purpose. All warranties survive delivery and are not waived by the City's acceptance or payment.

5.4 ABILITY TO PERFORM

Proposer warrants that it possesses the expertise to provide all equipment, labor, materials and licenses necessary to carry out and complete the work in compliance with this RFP as well as any and all federal, state or municipal laws and regulations.

5.5 PAYMENT TERMS

Payment for equipment and software, less 10% of the software price, will be made upon successful installation at the City of Lynwood for each phase and/or departmental roll-out. Successful installation is defined as all components purchased via this proposal and contractual agreement is fully operational and able to be relied upon on a daily basis using Lynwood's existing network (includes completion of employee training).

Payment for all services will be made following the successful delivery of those services.

5.6 BILLING

The selected vendor shall provide itemized billing for equipment, software, installation, training, and maintenance, less the 10% software holdback, as directed by the City.

5.7 ACCEPTANCE TEST / TITLE

The City will require a 60-day acceptance test, which will begin after completion of successful installation for each phase and/or departmental roll-out. Successful installation is defined as all components, purchased via this proposal and agreement, being fully operational and able to be relied upon on a daily basis using the City's existing network (including employee training).

Ten percent (10%) of the software price will be retained by the City and will be released after successful performance of the acceptance test. The City will exercise all functions of the system to ensure it meets all requirements as stated in this RFP and in the vendor's proposal. The vendor has a duty to repair or replace any problem components within the agreed upon time frame. The City's acceptance will be transmitted in writing. If completion of the acceptance test is unsuccessful, the City shall have the option to return all equipment and software and the vendor shall refund any monies paid.

5.8 CONFIDENTIALITY

Upon award of contract, the proposer shall agree that information received from the City about its operations, plans, products, or services may not be revealed to any third party without prior written consent of the City.

5.9 APPROVAL OF SUBCONTRACTORS

The list of subcontractors or third party vendors provided with the proposal shall not be changed without prior written approval by the City.

5.10 SOFTWARE ESCROW

The selected vendor shall be expected to deposit and maintain a current copy of the software code in an escrow account that shall be accessible to the City of Lynwood.

5.11 INSURANCE

The selected vendor must comply at its own cost and expense with the City's insurance requirements, which are set forth in the City's standard Professional/Special/Consulting Services Agreement attached hereto as **Exhibit C**. The cost of providing insurance shall be included in the proposal price and no additional compensation will be allowed. Any requested changes in the insurance requirements must be submitted in writing with the proposal and are subject to approval by the City.

5.12 LICENSES

Proposer agrees that the following (or similar) language regarding licenses shall be inserted into the Agreement: "Vendor represents that it has secured all necessary licenses, consents or approvals to use the software and hardware components of its system and to sell the system under its name. Vendor covenants to defend, indemnify and hold City harmless of any loss, claim or liability in any way related to a claim that City is violating federal, state or local law, or any contractual provisions, relating to trade name, licenses, franchises, patents or other means of protecting interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the hardware and system software. In such case materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, Vendor, at its expense shall: (a) secure for City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or (b) replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices or processes; or (c) modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sum paid therefore without prejudice to any other rights of City. These covenants shall survive the termination of this Agreement."

SECTION 6 - RFP TIMELINE

6.1 RFP TIMELINE

The following timeline applies to this RFP, however, the City may change the estimated dates and process as deemed necessary:

Activity	Date
RFP Issued	Thursday, January 11, 2006
Optional Pre Proposal Meeting	Monday, January 29, 2007 @ 8:00am
<u>Proposal Due Date</u>	<i>Thursday, February 15, 2007 @ 3pm (PDT)</i>
Onsite Visit	Monday, March 12, 2007
Site Visit	Thursday, March 29, 2007
City Council Award of Contract	Tuesday, April 17, 2007

PROPOSAL FORM – PART I- PRICING

See Separate Excel Sheet: Proposal Form – Part I - Pricing

PROPOSAL FORM - PART 2 QUESTIONNAIRE

Provide short, complete answers to the following questions. Additional pages may be attached, if necessary.

COMPETITIVE ADVANTAGE

- 17.a State why your system is the best solution to meet Lynwood's needs (maximum ½ page).
- 17.b State concisely why your company is the best to deliver the product (maximum ½ page).

SYSTEM FUNCTIONS

- 18.a Disclose the maximum number of users proposed (concurrent licensing structure, as your licensing "bundles" may be different than what is specified.)
- Phase 1:
 - Phase 2:
 - Maximum for the software proposed:
- 18.b what compression format does the system use (e.g. software CCITT group 4)? How the compression is achieved (e.g. scanner hardware or software?)
- 18.c What is the file size while being transmitted over the network and/or Internet?
- One 1-page letter-sized document retrieved from a workstation?
 - One 1-page large-sized (34"x44") document retrieved from a workstation?
 - One 10-page letter-sized document retrieved from a workstation?
 - One 10-page large-sized (34"x44") document retrieved from a workstation?
- 18.d The City wishes to use its multi-function devices (Xerox 3535 and 3545, Cannon Image Runner C5800), but the image size is very large, and are PDF format. How would you bring images generated from these devices into your system? How would you convert them from PDF to TIFF? Can you compress these images, and if so, how would this be achieved? Is this the same recommendation for the e-sized multi-function device the City is purchasing? If not, describe how images from the e-sized scanner would be brought into your system, and how compression would be achieved. The City is strongly leaning towards purchasing an HP Designjet 820 MFP.
- 18.e "Thin Client" (Intranet browser) deployment. List clients (maximum of 5) who have installed your software using a "thin client" deployment. Provide the organizations' name, contact, e-mail address, and phone number, and "live date."

18.f It is desired that the majority of City employees use the same custom interface as the Public for searching, but have access to all the types of documents that are not accessible to the public. These may include (but are not limited to):

- Capital Improvement Projects
 - Certified Payrolls
 - Correspondence
 - Environmental Documents
 - Materials Testing
 - Meeting Minutes
 - Progress Payments
 - Project Schedules
 - Proposal
 - RFP / Specifications (etc. – more sub-types of documents)
- Deeds
- Easements
- Accounts Payables & Invoices
- Purchase Orders
- Water Billing Liens

Describe if this can be achieved (given the high number of different records series needed, and complex sub-types and variable indexing criteria (e.g. addresses, vendor names, etc.), how this would be achieved. Include a discussion and estimate of the costs associated with developing this custom interface for employees to use.

19.g Internet / World Wide Web

- Briefly describe the process to publish selected documents via the City's Internet Web page, using the City's customized interface described in Appendix A.
- If any of your installed clients are currently doing this, list the organizations' name, **website address, contact, phone number, and "live date."** (maximum of 5).

18.h Agenda Management / Workflow

- If you proposed workflow software (an option), please describe the functions that are provided (e.g. process and job definition, scheduling, reminders auditing, security, parallel and ad hoc routing, event monitoring, and simulation).
- List clients (maximum of 5) currently using your workflow product. Include the organizations' name, contact and phone number, and "live date."

18.i ERM / COLD

- Describe the process to import financial reports (COLD/ERM) so that they retain the same formats as the "greenbar" reports.
- List clients (maximum of 5) currently using your COLD/ERM product. Include the organizations name, contact and phone number, and "live date."

18.j When you "purge" an image, does it automatically remove the full-text version of that

- document? Briefly describe the process you propose to facilitate defining the retention period, then purging documents from your system.
- 18.k What is the process to pull “validation tables” or indexing data into your system and match them to images?
- 18.l Does your system support double-key indexing validation (quality checking of index data)? If this is available as an option, disclose and include pricing.
- 18.m What is the process to e-mail documents from your system as an attachment to an e-mail from the City’s Outlook system? Are the images transmitted as single-page or multi-page images? What formats (TIFF, PDF) does your system support, and what is the typical size of a 5-page document attached to an e-mail?
- 18.n List the names, phone numbers and “live dates” of 5 clients that are currently storing and retrieving documents that include “E” sized (34” x 44”) documents using your software.
- 18.o Can you monitor the use of concurrent licenses (e.g. who is using licenses, the amount of activity for each user, etc.?) Briefly describe the software’s capabilities and activity reporting capability.
- 18.p Can you set different “time out limits” for users and/or different groups?
- 18.q If a user redacts a portion of an image, how is the text for that portion of the document redacted?
- 18.r Provide a recommended “Firewall” configuration (both hardware and software). Provide information on how your system prevents hackers from searching through documents (images, indexes, and text) that the City chooses not to publish to the Public on the Internet, and how your recommended configuration protects the City’s systems from hackers and stability issues.

INTERFACE TO RELATED SYSTEMS

- 19.a In the order of the most frequently installed, list the database application that your user interface utilizes (most frequently utilized first). If there are no current installations of a particular database (e.g. MS SQL), but your company is planning to release a version that supports a particular database in the future, disclose the planned release date.
- 19.b What standard DBMS formats can interface with system?
- 19.c GIS
- How can your system provide hooks so that the images can be identified in ESRI’s GIS system, then retrieved via “hot keys” without exiting ESRI’s software?
 - Does your software have any current installations that interface with a GIS system? If so, provide the software product, organization, name, phone number, and “live date”.
- 19.d Building Permits

- How can your system provide hooks so that the images can be identified in the Building Permit system (MS Access) then retrieved via “hot keys” without exiting the system?
- Does your software have any current installations that interface with a building permit system? If so, provide the software product, organization, **name & phone number of the contact person**, and “live date”.

COMPANY PROFILE

- 20.a In this section, provide a short narrative of your company (NOT the software manufacturer, if a VAR). If you would like to include information about the software manufacturer in addition to your company’s information, you may do so. Include:
- How long your company has been in business;
 - The number of employees;
 - Include an organization chart listing the titles and names of employees;
 - The date of the first document imaging installation;
 - The number of installations you have performed for the software that you have proposed;
 - The number of workstations in the largest installation of this software you have performed; and
 - The number of concurrent licenses in the largest installation of this software you have performed
- 20.b List other government entities that are currently using your software, a contact name, phone number, number of users, and “live date” for each (list a maximum of 5).
- 20.c What personnel will be involved with this installation? List the name and position, if that person is a subcontractor, the responsibilities on this project and length of employment with your company, and time in the DIS business.
- 20.d Include a list of all subcontractors or third party vendors (if any) that you contemplate using and the services/software/hardware they will be providing. The City must approve the use of such subcontractors or third party vendors.

TRAINING

- 21.a User Training for each phase (retrieval – not scanning or system administration). Recommend a syllabus or agenda for each class, class size, and number of hours per class for employees that will use the imaging system for searching and retrieving documents.
- 21.b Scanner Training for each phase. Recommend a syllabus or agenda for each class, class size, and number of hours per class for employees that will scan documents.
- 21.c System Administrator Training. Recommend a syllabus or agenda for each class, class size, and number of hours per class for employees that will be a System Administrator.

SUPPORT

- 22.a Describe your normal support levels, including:
Average response times (initial call)
Maximum “call-back” times (during normal business hours)
Average “open ticket” or problem resolution time
- 22.b Enhanced service. Please indicate the level and cost of any additional or enhanced service you provide, e.g., extended help desk hours, weekend response, on-site service, expedited response, etc.
- 22.c What Windows Operating System does your software currently support (Windows 2000, Windows XP, etc.)? You may provide information about expected releases, but if the release is not installed and in production, you must clearly disclose that fact.

OPTIONAL DOCUMENT CONVERSION / SCANNING SERVICES

As an option, vendors may bid on document conversion. Bidders should be bonded and must disclose the coverage and amounts for which they are bonded.

Companies may bid on document conversion separately from the software and are not obligated to bid on all items. Bidders who do not bid on software do not need to respond to any other portion of this RFP but are required to attach a separate sheet of paper with a short narrative of your company, including:

- How long your company has been in business
- Number of employees
- Date of the first document conversion you performed
- Approximately how many paper documents your firm has digitized
- Approximately how many microfilm images your firm has digitized
- List of ten (10) current conversion clients, including names, addresses and phone numbers of clients

Proposers may assume all paper records are in good condition. Letter and legal-sized documents are printed on standard white office paper (approximately 20 lb) and e-sized documents are printed on paper, mylar, or vellum. They must be “grouped” by project as directed by the City.

Proposers are not required to bid on all items.

All pricing must be bid at 300 dpi.

Provide your pricing as **SEPARATE** items (do not aggregate or cumulate pricing)

Paper to TIFF image: 1,000 pages

Paper Size	No Indexing	Enter 4 simple index fields ⁱ	QC: Double Blind Key Indexing	Enter 4 complex index fields ⁱⁱ	QC: Double Blind Key Indexing	Enter 8 simple index fields	QC: Double Blind Key Indexing
8 ½" x 11"							
8 ½" x 14"							
34" x 44" (e-size)							

Paper to TIFF image: 5,000 pages

Paper Size	No Indexing	Enter 4 simple index fields	QC: Double Blind Key Indexing	Enter 4 complex index fields	QC: Double Blind Key Indexing	Enter 8 simple index fields	QC: Double Blind Key Indexing
8 ½" x 11"							
8 ½" x 14"							
34" x 44" (e-size)							

Paper to TIFF image: 10,000 pages

Paper Size	No Indexing	Enter 4 simple index fields	QC: Double Blind Key Indexing	Enter 4 complex index fields	QC: Double Blind Key Indexing	Enter 8 simple index fields	QC: Double Blind Key Indexing
8 ½" x 11"							
8 ½" x 14"							
34" x 44" (e-size)							

Paper to TIFF image: 50,000 pages

Paper Size	No Indexing	Enter 4 simple index fields	QC: Double Blind Key Indexing	Enter 4 complex index fields	QC: Double Blind Key Indexing	Enter 8 simple index fields	QC: Double Blind Key Indexing
8 ½" x 11"							
8 ½" x 14"							
34" x 44" (e-size)							

ⁱ Estimate all "simple" index fields at 8 keystrokes per field.

ⁱⁱ Estimate all "complex" index fields at 25 keystrokes per field.

Cost per keystroke (indexing):_____

Pickup fee, if any:

Delivery fee, if any:

Disclose all Document Preparation Charges:

Charge for duplicate CD-R or DVD-R, if any:

Disclose any other fees or charges not already listed (setup, etc.):

Disclose physical location that scanning would take place:

Disclose guaranteed maximum turnaround time (may not exceed 10 days):

How are “rush” requests for documents handled, if the original documents are needed immediately by staff when they are located at your facility for scanning?

EXHIBIT A CUSTOM WEB INTERFACE DESIGN

General Specifications:

PUBLIC Users: The customized design and implementation of a web interface for public users that “overlays” the standard EDMS interface essentially as follows:

It is preferred that the system uses “radio buttons” to simplify the choices for the public where possible (vs. drop downs).

Search for Documents	Search by Document Type	Document Type: ▪ Agendas and Agenda Reports ▪ Budget ▪ Minutes ▪ Resolutions ▪ Ordinances ▪ Contracts Date Range: ▪ Starting Month / Year ▪ Ending Month / Year Board or Agency ▪ City Council ▪ Lynwood Information, Inc. ▪ Redevelopment Agency ▪ Planning Commission ▪ Public Financing Authority ▪ OTHERS
	Search by Text	Search Text: _____ ▪ Exact Phrase ▪ Fuzzy (anything close) Document Type: ▪ Agendas and Agenda Reports ▪ Budget ▪ Minutes ▪ Resolutions ▪ Ordinances ▪ Contracts Date Range: ▪ Starting Month / Year ▪ Ending Month / Year Board or Agency ▪ City Council ▪ Lynwood Information, Inc. ▪ Redevelopment Agency ▪ Planning Commission ▪ Public Financing Authority ▪ OTHERS
Searching Tips	Tips and screen shots	
Sample Searches	Instructions and screen shots	
Contact Us	Phone, Address and e-mail contact forwarded to a specified employee	

The public must be able to download images in PDF format to their computer.

The successful vendor will work with the City's EDMS team in refining the design, and in designing icons and graphics for the specialized interface. The City will have final approval and acceptance of the interface.

It is desired that the majority of City employees use the same custom interface as the Public for searching, but have access to all the types of documents that are not accessible to the public. These may include (but are not limited to):

- Capital Improvement Projects
- Deeds
- Easements
- Accounts Payables & Invoices
- Purchase Orders
- Water Billing Liens

EXHIBIT B

Existing LaserFiche Database

Data currently in the system:

- 324,000 files in 815 folders
- 6.4GB of data
- 9 volumes

Database: MSDE
185MB .mdf file

Screen shots of the existing metadata / indexing templates / forms are in a separate PDF file
“Screen Shots of LaserFiche Templates”.

Folder	Sub Folder	Years Covered	Notes / Content	# of Documents
City Clerk	Agenda Packets	2003-05	By Board - scanned by City Manager for Web posting # is an approximation	150
City Clerk	Resolutions	2004-05		298
Development Services	Planning		General Plan & Housing Element	6
Finance & Administration	Finance / FY 2003-04	2003-04	A/P: Check, authorization for payment, then invoice	5,002
Finance & Administration	Finance / FY 2003-04 / EFT	2003-04		19
Finance & Administration			2004-05 was done by an outsource service bureau, and not uploaded into LaserFiche yet. 5,000 is an estimate.	5,000
Finance & Administration	Finance / FY 2005-06	2005-06	A/P: Check, authorization for payment, then invoice - some in an EFT folder	4,948
Finance & Administration	Finance / FY 2005-06 / Blanket POS	2005-06		447
Finance & Administration	Finance / FY 2005-06 / EFT	2005-06		19
Finance & Administration	Finance / FY 2006-07	2006-07	A/P: Check, authorization for payment, then invoice	859
Finance & Administration	Finance / FY 2003-04 / EFT	2006-07		4

Folder	Sub Folder	Years Covered	Notes / Content	# of Documents
Finance & Administration	Finance / Purchase Orders	2004-05	93 folders (each PO is a separate folder) # is an approximate	100
Water Billing	Notice of Recordation		Paid water liens	449
Water Billing	Notice of Recordation		Paid water liens	874
Water Billing	Other Dept's CNs Paid		Collection Notices	7
Water Billing	Paid Collections			73
Water Billing	Paid Liens			84
Water Billing	Pending Collections			1,441
Water Billing	Pending Liens			610
Finance & Administration	Finance / Agreements & Contracts		By department	90
TOTAL # OF DOCUMENTS				20,480

EXHIBIT C

AGREEMENT FOR PROFESSIONAL SERVICES

PROFESSIONAL/SPECIAL/CONSULTING SERVICES AGREEMENT

This agreement ("Agreement") is made as of _____ by and between the **City of Lynwood**, a municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit ____**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

- A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit ____**.
- B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit ____**.

2. Term of Agreement. This Agreement shall be for a term of [total number of months/years + days expressed in words (total number of months/years + days expressed numerically)] _____, commencing on _____ (the "Commencement Date") and terminating on _____ (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit ____**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant

acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed [total amount of payment expressed in words] (\$ total payment amount expressed in figures) _____, which shall be payable as set forth in the Compensation Schedule in the attached **Exhibit** ____.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit** ____ are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: Mr. N. Enrique Martinez, City Manager

Consultant

Attn: _____

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit ____ – Scope of Services, Time of Performance and Compensation Schedule (____ (__) pages)

Exhibit ____ – General Terms and Conditions (seven (7) pages)

///

///

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY

CITY OF LYNWOOD

By: _____
Louis Byrd, Mayor

_____ Date

CONSULTANT

By: _____

_____ Date

ATTEST:

By: _____
Andrea L. Hooper, City Clerk

APPROVED AS TO FORM:

By: _____
J. Arnoldo Beltrán, City Attorney

(EXHIBIT __)
**SCOPE OF SERVICES, TIME OF PERFORMANCE AND COMPENSATION
SCHEDULE**

SCOPE OF SERVICES

TIME OF PERFORMANCE

COMPENSATION SCHEDULE

(EXHIBIT ____)
GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit ____**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit ____**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The _____ shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

- (i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
 - (ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
 - (iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
 - (iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
- B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.
- C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.
- D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a

result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause. Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of

Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

EXHIBIT D

PROPOSER BACKGROUND QUESTIONNAIRE

All information requested in the Questionnaire shall be furnished by the proposer, and shall be submitted with the proposal. Statements shall be complete, accurate and in the form requested. Omissions, inaccuracies or misstatement may be cause for the rejection of a proposal.

1. Name of proposer exactly as it is to appear on agreement for services and address which the proposer would designate under the Notice provision of the agreement:

Name: _____

Address: _____

2. Proposer, if selected, intends to carry on the business as:

- ☐ Individual
- ☐ Partnership
- ☐ Joint Venture
- ☐ Corporation
- ☐ Limited Liability Company (LLC)
- ☐ Other (explain):

3. If a partnership or joint venture, provide the following:

A. NAMES OF PARTNERS OR CO-OWNERS:

B. ADDRESS(S):

C. DATE OF
FORMATION: _____

D. AGREEMENT RECORDED (if applicable):

_County	State	Date
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E. REGISTERED IN CALIFORNIA?

☐ Yes

If so, when? _____

Provide a copy of the latest status report from the California Secretary of State's "Business Search"

☐ No

Note: The City will not award contracts to companies not registered to do business in the State of California

4. If a corporation, answer the following:

A. When incorporated: _____

B. In what state: _____

C. Authorized to do business in California? _____

☐ Yes

If so, when? _____

Provide a copy of the latest status report from the California Secretary of State's "Business Search"

☐ No

Note: The City will not award contracts to companies not registered to do business in the State of California

D. Names and addresses of the following officers:

President:

A. NAME: _____

B. ADDRESS: _____

Vice-Pres:

A. NAME: _____

B. ADDRESS: _____

Secretary:

A. NAME: _____

B. ADDRESS: _____

Treasurer:

A. NAME: _____

B. ADDRESS: _____

Members of the Board of Directors:

A. NAME: _____

B. ADDRESS: _____

A. NAME: _____

B. ADDRESS: _____

A. NAME: _____

B. ADDRESS: _____

Other:

A. NAME: _____

B. ADDRESS: _____

5. If a limited liability company (LLC), answer the following:

A. Date of filing of Articles of Organization:

B. Filing State:

C. Registered to do business in California?

☐ Yes

If so,

when?_____

Provide a copy of the latest status report from the California Secretary of State's "Business Search"

☐ No

Note: The City will not award contracts to companies not registered to do business in the State of California

D. Is LLC managed by:

- ☐ One Manager
- ☐ More than one Manager
- ☐ All LLC members

E. List the names and addresses of any LLC manager or managers, or if none have been appointed or elected, the names and addresses of each member:

Name	Address	Title
Name	Address	Title
Name	Address	Title
Name	Address	Title

6. Have you ever had a bond or surety denied, canceled, or forfeited?

☐ Yes

If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

☐ No

7. Have you ever declared bankruptcy or been declared bankrupt?

☐ Yes

If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.._____

☐ No

8. Do you have a valid business license with the City of Lynwood?

☐ Yes

Provide a copy of the business license

☐ No

Note: The City will not award contracts to companies that do not have a valid business license with Lynwood. A license will be needed prior to the contract award.

SCREEN SHOTS OF THE CITY'S LASERFICHE TEMPLATES

SEE SEPARATE PDF FILE ON THE LASERFICHE TEMPLATES