

Solicitation RFP 24-004

DOCUMENT MANAGEMENT SYSTEM (DMS)

Bid Designation: Public

City of Fremont

Bid RFP 24-004 DOCUMENT MANAGEMENT SYSTEM (DMS)

Bid Number **RFP 24-004**
 Bid Title **DOCUMENT MANAGEMENT SYSTEM (DMS)**

Bid Start Date **Jul 27, 2023 12:55:41 PM PDT**
 Bid End Date **Sep 15, 2023 2:00:00 PM PDT**
 Question & Answer End Date **Aug 10, 2023 3:00:00 PM PDT**

Bid Contact **Janice Becerra**
Buyer
jbecerra-scola@fremont.gov

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **Not Applicable**

Bid Comments **The CITY OF FREMONT (hereinafter “City”) hereby requests proposals to provide a Document Management Software System (DMS) to be used by the City departments to store, archive and retrieve digital files and a public web-portal for residents to search for public facing documents. The proposer shall provide scope of services which details requirements for a Document Management System and to provide training to designated City staff.**

Item Response Form

Item **RFP 24-004-01-01 - Contract Documents**

Quantity **1 each**

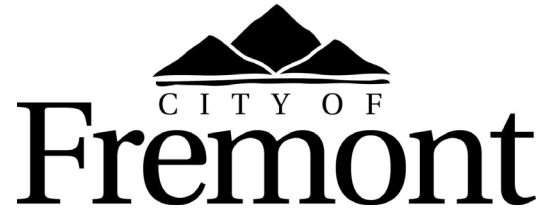
Prices are not requested for this item.

Delivery Location **City of Fremont**
No Location Specified

Qty 1

Description

Please complete and submit all requested/required documents per RFP specifications



**Request for Proposals #24-004
DOCUMENT MANAGEMENT SYSTEM (DMS)**

**PROPOSALS DUE NOT LATER THAN:
2:00 PM, September 15, 2023**

Calendar of Events

RFP Released July 27, 2023

Questions Submitted August 10, 2023 by 3:00 PM

Responses to Questions August 24, 2023

Proposals Due to City not later than 2:00 PM September 15, 2023

Submit Proposals to:

www.periscopeholdings.com

**REQUEST FOR PROPOSALS (“RFP”)
City Clerk and Information Technology Services
Document Management System**

The CITY OF FREMONT (hereinafter “City”) hereby requests proposals to provide a Document Management Software System (DMS) to be used by the City departments to store, archive and retrieve digital files and a public web-portal for residents to search for public facing documents. The proposer shall provide scope of services which details requirements for a Document Management System and to provide training to designated City staff. The City will receive proposals at www.periscopeholdings.com up to the hour of 2:00 PM on September 15, 2023. If not already registered on Periscope website please visit this link to register for City of Fremont access for free <https://www.periscopeholdings.com/bidsync/the-city-of-fremont>

ALL INQUIRIES SHOULD BE ADDRESSED TO: Any questions regarding this Project should be submitted in writing to: www.periscopeholdings.com by the Question-and-Answer deadline of Thursday, August 10, 2023 at 3:00 p.m.

A. INTRODUCTION

1. Description of Project

The City is seeking a proven, fully integrated, commercial off-the-shelf (COTS) Document Management Software System.

The system will be used by a variety of different users, spread throughout the technology spectrum. The system will be used internally across all City departments and a public facing web-portal shall be available for City residents to access any public facing digital records. The system shall be user-friendly and provide a well thought-out user experience (UX). The goal is to implement a system that properly stores digital images quickly and effectively for later retrieval by securely defined user or group access. The system must be able to export the digital information into various formats, and to allow quick, easy, and timely retrieval of records and information as needed. The system should have the ability to control the authoring, check in/out, and/or version control of documents being developed, managed or stored. It should also give users the ability to index or enter the "metadata" associated to the documents being entered into the system. The data and meta-data from the current Document Management system will be migrated fully to the new system. The system shall preserve Chain of Custody.

2. City’s Current Environment

The City currently uses a Document Management System (McLaren Software, Cimage) that stores any digital records and allows the retrieval of records through a search/query form based on each department/file group. The current system allows users to scan or bulk scan documents and index/import individually or in bulk into the system. A built-in optical character recognition (OCR) scans indexed documents and provides full-text retrieval functionality for users to search by keyword.

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The City workstations are Dell desktops and laptops as well as Microsoft Surface laptops running the Microsoft Windows 10 and/or Windows 11 operating systems. Microsoft enterprise applications include Office 365, Exchange, Dynamics 365, Power BI, and Teams. Workstations are currently running Windows Office 365 applications for word processing, spreadsheets, email, and presentation requirements. Microsoft Edge, Google Chrome are the standard Web browsers.

The City’s disaster recovery plan consists of on-premise backups to a storage appliance in addition to sending backups to the cloud. Using a combination of Microsoft Azure and Amazon Web Services, virtual servers can be booted-up in the cloud as needed to ensure business continuity.

(a) Operational Volumes – for City of Fremont

The key statistical information in the table below provides a better understanding of the City’s current environment to assist proposers in recommending a solution that best meets the City’s requirements.

Description	Count/ Volume
2023 Total Records in Current DMS:	3,425,351 files
2023 Total Storage in Current DMS:	8.20 terabytes

(b) Systems Interfaces/Integrations

Proposers should evaluate the following list of systems that are currently, or will be *(future)*, integrated with the Document Management System.

Name	Type	Description
Current Integrations		
NONE	N/A	N/A
Future Integrations		
Accela Plans/Permit System	Integration	Community Development land management system responsible for City’s Plans and Permits
Azure Active Directory (AD) or on-prem AD	Integration	Single Sign-On

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Application Programming Interface (API)/Web Services	Integration	Ability to integrate with City’s Enterprise Systems.
Contemporary Reporting Tools	Integration/ Interface	Ability to integrate with the City’s reporting and analytics tools (such as SQL Server Reporting Services [SSRS], PowerBI, Forms, and Flow) as well as provide ad-hoc query capabilities.
Microsoft PowerBI	Integration	Business Intelligence visualization tool.
Microsoft Office365	Integration/ Interface	Office 365 compatible (import, export, merge support). Microsoft Outlook for calendar features and Microsoft Word and Excel for import/export/merge.
DocuSign	Integration	Ability to integrate with DocuSign application – Document signed/approved is routed to DMS system for storage.

4. Proposed Application and Computing Environment

The City is open to both an on-premise or a Cloud Computing Type SaaS and/or PaaS solution (SaaS/PaaS solutions will require an acknowledgement, that if selected, the proposer will submit SOC1/SOC2 reports [see Appendix A-1, Form2] and completion of Exhibit “F”, which will be included in the SERVICE AGREEMENT at time of contract). If proposer offers both types of solutions (on-premise and cloud), present both. However, for proposals that are not SaaS or PaaS, the City will need to assess additional line items to the proposer’s cost for maintenance, operations, storage, hardware, servers, networking components, respective licensing, and other applicable components.

The City expects the new system to operate in multiple environments: development, test, and production.

B. CONTENTS OF PROPOSAL

The Proposer shall include in its proposal, at a minimum, the information outlined in Section C in a manner which demonstrates the Proposer’s competence and qualifications for the satisfactory performance of services identified in this RFP. Responses will be evaluated and scored. At the City’s discretion scoring may be inclusive of some or all evaluation areas. Scoring may be weighted.

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The Proposer shall attach six separate exhibits to a cover letter and scope of services, including the following:

- Scope of Services, **Proposal Exhibit “A”**;
- Cost Proposal – Pricing Pages, **Proposal Exhibit “B”**;
- Statement of Qualifications, **Proposal Exhibit “C”**; and
- Terms of Technology Service Agreement, **Proposal Exhibit “D”**;
- Functional Requirements, **Proposal Exhibit “E”**
- Security Questionnaire, **Proposal Exhibit “F”**.
- **Appendix A-1** of this RFP contains a *Proposer Checklist* to assist Proposer in complying with the RFP requirements and company background and references sheets for Proposer to include in its *Proposal Exhibit “C”*.
- **Appendix A-2** of this RFP contains the Cost Proposal pricing template (attached for proposer to include in its Proposal Exhibit “B”).
- **Appendix A-3** of this RFP contains functional requirements section for Proposer to include in its *Proposal Exhibit “E”*.)
- **Appendix A-4** contains a Conflict of Interest/Collusion statement to be signed and submitted with the proposal.
- **Appendix A-5** of this RFP contains the Security Questionnaire – Exhibit F template (attached for Proposer to include in its *Proposal Exhibit “F”*.)

Proposer shall identify each section in its proposal by inserting a divider page break between each required Exhibit section.

1. **Cover Letter**

An authorized representative of the Proposer shall sign the proposal on a cover letter that contains the following information: (a) identifies this project by name and number; (b) identifies the full legal name of the Proposer, along with the name of the contact person, address, phone number, and e-mail address; and (c) indicates Proposer’s willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the five exhibits identified in this Section C.

2. **Scope of Services**

The City intends to deploy a new Document Management System to replace the current Maclaren Software Cimage DMS. At minimum, the City seeking a solution that has the following features:

- Allows for a full data migration. Migrate the data files and meta-data from the current DMS into the new system;
- Is intuitive and easy-to-use by customers including City residents, City departments, businesses, members of the media, and elected officials;
- Is a reliable and efficient tool for staff to store, retrieve, and search for digital records;
- Includes redaction capabilities;
- Is highly available with measurable (i.e. key performance indicators) and consistent performance;
- Includes industry best practice security controls to safeguard City data;
- Offer a seamless user interface for allowing non-technical staff to query and export requested records;

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- Offers a cost-effective, evergreen (upgrades are included as part of the annual maintenance and support), licensing and pricing model;
- Includes a training and support model to promote self-service and on-demand audio/video learning;
- Scalable framework and architecture that will permit future expansion and addition of new groups or categories of storage to meet the City's changes in requirements, technology needs, and demands;
- Enhanced, user-friendly, reporting and analytical capabilities to improve service levels;
- Automated and streamlined business processes, including workflow capabilities;
- Enforce strong cybersecurity controls to guard against infected attachments, malware, spyware, ransomware, etc.;
- Adhere to cybersecurity, general security, and disaster recovery best practices.

The Proposer shall prepare a complete description of the scope of services (to be labeled: Proposal - Exhibit "A") which the Proposer intends to perform in order to achieve the Project Objectives. The scope of services will include:

- a. The Proposer's scope of services should include a general discussion of the Proposer's understanding of the overall project, a description of the major components of services (or phases of service), and the expected time of completion for each component proposed. Professional services shall include installation of software, project management, implementation, comprehensive data conversion (of vendor-recommended data), system acceptance testing, training, warranty, and documentation.
- b. The Proposer's scope of services shall include a description of the software products or modules, licensing options, any customization, operating system and database, or any third party software products included in the proposal that are necessary to achieve the City's stated Project Objectives and to meet the functional requirements. Proposer may include any software products, modules, third party software, or hardware in its proposal that are value-added or optional to be provided by Proposer to the City. Base proposal shall include a fully functioning and operational Document Management System.
- c. The Proposer's scope of services should include information on how the Proposer will integrate or interface with the systems identified in Section A(2)(b). In particular, Proposer shall provide a detailed description of the proposed approach and methodology for creating the interfaces/integrations.
- d. The Proposer's scope of services should include information on the recommended delivery method for the proposed software solution (SaaS or on-premise). The Proposer's scope of services shall also include: A description of the standard and ad-hoc reporting capabilities of the proposed system; Proposer's methodology and frequency for software upgrades and update releases; and Proposer's policy for source code (e.g., source code, database schema, data dictionary, and documentation for the software and any customized modifications are [i] delivered to City upon software installation and upon each and every enhancement, [ii] made available to City on demand, or [iii] placed in escrow for access by City).
- e. The Proposer's scope of services should describe the nature of any post-implementation and ongoing support for the Document Management System.

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The description shall include the levels of support available (e.g., gold, silver, bronze, etc.) and identify which level of support is being proposed for the City, telephone support including hours of operation and time zone, availability of 24/7 hotline, problem reporting and resolution procedures, escalation procedures, response time for various levels of severity, and other support that is available (e.g., additional on-site, remote, access to website portal, knowledge base, etc.).

- f. Proposer shall specify all required components (software and/or hardware) to operate the proposed Document Management System in a high availability environment. The City reserves the right to purchase any components needed through a separate procurement process.
- g. The proposer should describe how their software can help meet the City's strategic goal of exceeding its clients' satisfaction, modern-day services delivery model, and managing multiple business units. Each business unit would need to be logically separated by business unit. Furthermore, the software shall have an adaptive platform to allow for quick reaction and re-design to our customers' interaction and/or experience.

The precise scope of services to be incorporated into the SAAS or On-Premise Agreement will be based upon Proposal Exhibit "A" and may be the subject of negotiations between the City and the successful proposer.

3. Pricing and Functionalities Summary

The Proposer shall provide a fixed price bid for all required software licenses, implementation and professional services, training, and ongoing maintenance and support being proposed (to be labeled: Proposal Exhibit "B") which identifies:

- a. An itemized cost breakdown of products, including third party products identified in Proposal Exhibit "A".
- b. A total proposed "Not to Exceed" cost for the products, performance of all services and provisioning of all software products or modules including third party products described in the Scope of Services, Proposal Exhibit "A", needed to achieve the Project Description and to deliver a fully functional and operational Document Management System.
- c. A proposed payment schedule for all services to be performed and software products to be delivered.
- d. Proposer shall complete and attach Appendix A-2, the Cost Proposal – Pricing Pages – Exhibit B Template to the Proposal.

4. Statement of Qualifications

The Proposer shall prepare a Statement of Qualifications (to be labeled: Proposed Exhibit "C") which provides the following information:

- a. Identification of the size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of Proposer's:
 - i. Total number of years in operation and number of years that Proposer has been providing services similar to the scope of services described in this RFP.
 - ii. Total number of current employees.
 - iii. The financial condition of Proposer's organization and whether there is any outstanding litigation or threat of litigation.
 - Dun and Bradstreet number.

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- iv. Disclosure of any past, ongoing, or potential conflicts of interest which Proposer may have as a result of performing the work for this Project.
 - v. Appendix A-1, Form 2, contains the Proposer Background Information page for the Proposer to include in its Proposal Exhibit “C”.
- b. Identification of Proposer’s experience for providing a software system and performing services for projects of a similar size, scope, and complexity as the procurement required by this RFP, including an identification of proposed software version in a comparable computing environment within the last five years for at least three government clients within California of which at least one client shall be a municipality of comparable size and complexity to the City. The list of recent projects shall include the name, contact person, address, e-mail address and phone number for clients who have fully completed (live) installations, as well as a description of the software solution (specific modules installed, e.g., Appendix A-1, Form 3, contains the format for the references for the Proposer to include in its Statement of Qualifications, Proposal Exhibit “C”.
 - c. A list of the Proposer’s principals, employees, agents, and sub-consultants that the Proposer intends to assign to this Project. The proposed Project staff shall include the account manager, project manager, lead trainer, technical architect, and all other key staff assigned to the Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The City will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.

5. **Proposed Software as a Service and/or On-Premise Service Agreement**

The Proposer shall review the terms of the proposed Software as a Service Agreement (“Agreement” Attachment 1) and/or On-Premise Service Agreement (Attachment 2) between the City and Proposer and identify any portions of the Agreement which the Proposer desires to amend either by addition, deletion, or modification (to be labeled: Proposal Exhibit “D”). Proposer shall also demonstrate its ability to comply with the City’s insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

Proposer shall submit, as part of Proposal Exhibit “D”, all documents including, but not limited to, agreements and/or licenses of every kind that the Proposer would incorporate into any agreement with the City arising out of this RFP. These documents may include copies of the sample software licensing agreement, a sample implementation services agreement, and a sample escrow agreement.

6. **Functional Requirements**

The functional requirements of the proposed Document Management System will be key criteria for evaluating the proposals submitted to the City. The Proposer shall indicate its compliance with the functional requirements contained in Appendix A-3, which Proposer shall include in its proposal (to be labeled: Proposal, Exhibit “E”).

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Criteria	Points
Specifications (Requirements -Exhibit A)	30
Scope of Service (Understanding of Work)	25
Company Experience and Qualifications	25
Agreement Terms (Attachment 1 or Attachment 2)	10
References	10
Implementation Methodology	20
Training	20
Customer Support, Warranty, Ongoing Maintenance	20
Cost (Pricing and Functionalities Summary - Exhibit B)	25
TOTAL	185

6. Award of Agreement

The City shall notify the Proposer(s) whose proposal(s) best meets the needs of the City and whose proposal(s) is most advantageous to the City to begin negotiation of the Agreement. The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers. Proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may lead to a rejection of the Proposal.

- a. The City reserves the right to reject any or all proposals and to waive any irregularities in any proposal or the proposal process. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs.
- b. If the City determines, after further evaluation and negotiation, to award the Agreement, a Software as a Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal or agreement for this Project shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both Proposer and the City.

7. Proposals Are Public Records

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- a. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 7920, *et seq.*), unless there is a legal exception to public disclosure.
- b. If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall take the following actions: (i) clearly mark the relevant portions of its proposal "Confidential"; and (ii) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (iii) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Proposal.

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8. **Costs Associated with Preparation of Proposal are Proposer’s Responsibility**
All costs incurred by prospective proposers associated with the preparation of a response to this RFP and any subsequent demonstrations, analyses, studies, responses to inquiries, travel for purposes of competing for and/or negotiating an agreement with the City are the sole responsibility of the Proposer.
9. **Compliance with Law and Standard of Care**
Consultant shall comply with all applicable federal, state, and local laws including any applicable legal requirement imposed by Executive Orders duly issued at the federal, state and local level, whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
10. **Conflict of Interest**
Each proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, or intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a proposer’s proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively on the City’s selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
11. **Errors and Omissions**
The Proposer bears full responsibility for exclusions or errors in its proposal submitted. Upon close of proposals, the City reserves the right to hold any proposer accountable and responsible for its submitted proposal. Failure to review or comprehend any portion of this Request for Proposals does not absolve the Proposer of the responsibilities articulated herein.

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**APPENDIX A-1
FORM 1, Page 1 of 1**

**PROPOSER RESPONSE PAGES
PROPOSER CHECKLIST**

This checklist has been provided to assist Proposer in complying with the RFP requirements. All items listed must be included with the proposal. Proposer shall check off each item as it is assembled into the proposal, detach the checklist from the RFP, and submit it as part of the proposal.

Tab No.	Description	Appendix Attachment to RFP (if applicable)	Included
	Electronic Copy (PDF Format, Word or Excel, as applicable)	As specified in RFP	
	Proposer Checklist	Appendix A-1, Form 1	
	Cover Letter with Company Information and Signature		
	Scope of Services, Proposal Exhibit "A"		
	Cost Proposal, Proposal Exhibit "B" (Separate File)	Appendix A-2 (Separate file)	
	Statement of Qualifications, Proposal Exhibit "C"		
	Proposer Company Background (include with Proposal Exhibit "C")	Appendix A-1, Form 2	
	Proposer Company References (include with Proposal Exhibit "C")	Appendix A-1, Form 3	
	Terms of Proposed Service Agreement and List of Exceptions (include with Proposal Exhibit "D")		
	Sample Agreement(s) (include with Proposal Exhibit "D")		
	Functional & Technical Requirements (include with Proposal Exhibit "E")	Appendix A-3	
	Conflict of Interest/Collusion Statement	Appendix A-4	
	Security Questionnaire – Exhibit "F"	Appendix A-5	

APPENDIX A-1 FORM 2, Page 1 of 1	PROPOSER RESPONSE PAGES COMPANY BACKGROUND INFORMATION
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I. Company Background

	Description	Response
1	Years in Operation	
	Number of years that company has been in operation and providing services similar to the scope of services described in this RFP.	_____ Years
	Dun and Bradstreet Number	DUN #
2	Office Locations	
	Number of total office locations	Street Address/City/State/Zip
	Location of each office.	
	Location of corporate headquarters.	
	Location of office from which service will be provided to the City.	
3	Employees	
	Number of current full-time regular employees company wide.	_____ Employees
	Number of employees in office providing services to the City.	_____ Employees
4	Clients	
	Total number of clients.	_____ Clients
	Total number of local government clients in California.	_____ Clients
	Total number of clients currently supported by office that will provide services to City.	_____ Clients

**APPENDIX A-1
FORM 3, Page 1 of 3**

**PROPOSER RESPONSE PAGES
PROPOSER REFERENCES**

I. References

Complete the following information for a minimum of **three** local government agencies within California for which Proposer has provided comparable systems and professional services during the past five years. At least one reference shall be a municipality of comparable size and complexity to the City. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by proposers. The City shall not provide information received from references to proposers. Make additional copies of these pages if necessary.

Reference 1

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
General Description of Products Installed and Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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**APPENDIX A-1
FORM 3, Page 2 of 3**

**PROPOSER RESPONSE PAGES
PROPOSER REFERENCES**

I. References (continued)

Reference 2

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
General Description of Products Installed and Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

I. References (continued)

Reference 3

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
General Description of Products Installed and Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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APPENDIX A-2

**PROPOSER RESPONSE PAGES
COST PROPOSAL - PRICING PAGES**

The Pricing Pages contained in the attached **Cost Proposal Template** (Excel workbook) (See attached document) must itemize the costs to the City for Proposer to perform the scope of services and provide Document Management System for the Project as described in Proposal Exhibit “A” and in Appendix A-3, System Functional Requirements. Costs for the entire project shall also be summarized on the *Project Summary Cost Sheet*. A narrative may be attached to clarify any pricing data submitted.

APPENDIX A-3**PROPOSER RESPONSE PAGES
FUNCTIONAL & TECHNICAL REQUIREMENTS****GENERAL SYSTEM REQUIREMENTS**

I. Features and Functionality Requirements. This form must be completed and submitted with your response to the RFP. Failure to include may deem your proposal nonresponsive. The Proposer shall indicate its compliance with the functional requirements contained in Appendix A-3, which Proposer shall include in its proposal (to be labeled: Proposal, Exhibit “E”). Proposers should provide cost for optional items and explanations for partially met or unmet requirements.

II. The City is seeking a comprehensive fully integrated commercial off-the-shelf (COTS) Document Management System that provides the following capabilities across all modules:

- All transactions must be processed in real-time and be immediately available for inquiry and reporting.
- Fully integrated system where data is entered only one time and self populates thereafter into metadata fields.
- Digital data can be stored, tracked and retrieved through reports and user defined queries.
- Robust security with the ability to integrate with Microsoft Active Directory for single sign-on.
- Robust workflow available across all appropriate modules.
- Reporting should be user friendly, allowing staff to create, save/export and/or obtain standard or user defined reports with minimal training.
- Robust audit and transaction logging capabilities.
- Overall ease in general use of system by staff or general public.
- User friendly interface and responsive design that allows pages to render well on a variety of mobile devices and screen sizes. It is expected that the system design allows for City personnel to complete their job functions via their secure mobile devices.

III. The response template identifies selected key features, functions, and capabilities that the City is seeking from the new Document Management Software System. Proposer shall indicate compliance with each requirement to enable the City to evaluate the proposed solution as follows:

- “2” – Proposed software release **fully supports the requirement** with standard implementation configuration; there is no customization, workaround, or third-party software required.
- “1” – Proposed software release **supports the requirement with customization, work-around, or third-party software.**
- “0” – Proposed software release **does not support the requirement.**

Proposer must complete Column “B”, Proposer Response, for each requirement and must provide a detailed explanation for any “1” or “0” response in Column “C”, Detailed Explanation. Proposer may provide a detailed explanation for any requirement that the Proposer would like to highlight for consideration by the City during the review process. Proposer

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may attach a separate sheet(s), if necessary, for such explanation by restating the text of the requirement along with the item number and providing the additional response immediately following the requirement in the same sequence as this Appendix A-3.

General Features

Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
General Features				
G1	Ability for users to search the database for their record and view the corresponding attachments. For public access compliance with SB1214/Govt Code Section 65103.5.	R		
G2	Support handwriting recognition	D		
G3	Proposed system must store the images in their native file format, and not in a proprietary or encrypted format	R		
G4	Ability to view multiple images simultaneously	D		
G5	Search by database key fields and/or metadata (such as date requested, key words, tags, document type, etc.).	R		
G6	Images must be oriented correctly for viewing or can be re-oriented.	R		
G7	Ability to crop images	R		
G8	Proposed system must have robust training materials including manuals, e-learning, etc.	R		
G9	Robust import/export function of the software (for the ability to import/export from/to another software package)	R		
G10	Ability to optical character recognition (OCR) any documents / permits / maps / reports and be available for Full-Text Retrieval (FTR) searching	R		

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Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
G11	Proposed system must be scalable to hundreds of users. The proposal shall provide licensing options and identify whether licensing is per user or concurrent.	R		
G12	Ability to generate hyperlinks to specific documents within the system to allow these to be used in reports, emails, etc.	R		
G13	Public portal with no size limits on the amount of data that can be accessed by the requestor.	R		
G14	The graphical user interface should be for a clutter-free user experience with a focus on presenting primary user actions on the main login screen.	R		
G15	Language translation from optical character recognition.	D		

Searching Capabilities

Ref #	"A" Requirement	(R)quired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
H1	Full-text Searches – Search inside text data and return results containing some or all of the search query.	R		
H2	Advanced Search Capabilities – search one or more text, wildcard, Boolean operators	R		
H3	Keyword searches	R		
H4	Homonyms searches (fuzzy logic) ie. Jeri, Jerry	R		
H5	Natural language searches (returns search hits on documents that are “about” the subject/theme you’re exploring, even if the words in the document don’t match at all the words you enter into the query)	R		
H6	“wildcard” searches that can be a single character or a string of characters	R		

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H7	Predictive and autocomplete search features.	D		
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Workflows

Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
W1	Proposed system must be able to Automate Work Flows (Automated passing of documents from one person or system to another person or system pursuant to logical rules)	R		
W2	Initiate routing and approval workflows when documents are created	R		
W3	Ability to modify routing after the workflow routing has started. For example, workflow routing started, but one of the people in the routing is suddenly out of office.	R		
W4	Route documents according to a pre-defined set of rules	R		
W5	Create an audit trail or log of activities related to the workflow	R		
W6	Flexibility to route documents in an ad-hoc fashion as necessary	R		

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Document Retention

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
D1	Ability to use a file plan to migrate and manage the City’s records. The file plan would allow City import the existing record retention schedules.	D		
D2	Ability to classify and label information	R		
D2	Proposed system must adhere to the City’s document retention schedule by identifying documents scheduled to be purged and providing archival of documents prior to the scheduled purge date	R		
D3	Ability to define custom retention schedules	R		
D4	Ability to identify the type of disposition that should occur (e.g. deletion or archive)	R		
D5	Ability to schedule and log the disposition of files or folders	R		
D6	Ability to set event-based retention. For example, put responsive information on Legal Hold, which would supercede the record retention schedule.	R		

Digital Assets

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
X1	Ability to automatically tag City’s brand assets (photos, content, flyers, etc.)	R		
X2	Ability to filter by tags, custom fields, metadata, orientation, favorites, etc.	R		

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X3	Ability to upload files from an existing file share	R		
X4	Ability to organize digital assets	R		
X5	Ability to read (OCR) text in images. For example PDFs of flyers with text in an image.	R		
X6	Ability to read handwriting in images	D		

Version Management

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
V1	Proposed system must provide file version management	R		
V2	Published version support (finalized, available for public viewing) vs. non-published version (editable, only users with sufficient security have access to)	R		
V3	Access to previous versions based on security controls	D		

Audit

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
T1	Auditing of document access/creation	R		
T2	Log user access/actions	R		
T3	Event logging, auditing and reporting capabilities should be available for all documents and workflows	R		

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Annotation/Redaction

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
N1	Proposed system must provide Annotation	R		
N2	Annotations permit users to append or remove information about a document without permanently changing the original image. Highlighting, stamps, redactions (blackouts or whiteouts) and sticky notes are among the most common annotations.	R		
N3	Annotation support (e.g. area highlights, redaction, text annotations)	R		
N4	In order for the document to maintain its integrity, all annotations should be overlays that do not change the actual image. This way, a document can be printed with or without the annotations.	R		

Security

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
S1	Support user, group, or departmental level security - Limit what users can see based on security access	R		
S2	Flexibility is needed to allow specific documents or files to be shared with other departments across the agency on an as needed basis.	R		
S3	Document hierarchy security and document level security	R		
S4	Annotation level security - system’s security should give the system administrator control over who can view annotations and see through redactions	R		
S5	System provides user profile creation and management to allow and restrict access to documents, workflows and system features	R		

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Indexing and Importing / Exporting

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
I1	Provide indexing/import assistance by giving the ability to create metadata from data fields on a form	R		
I2	Must be able to support Full-text indexing	R		
I3	Support bulk index/import of documents with any file types	R		
I4	Support single and multiple (bulk) file export. Ability to handle bulk file export with similar filenames.	R		
I5	Files can be uploaded by using a drag-and-drop system	R		
I6	Ability to support indexing/uploading of data files with different meta-data from different groups or departments or sub-divisions	R		
I7	Barcode recognition for auto-indexing	D		
I8	System provides ability to design a custom form with searchable meta-data fields for different group/department data based on security access	R		

Training / Support

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
S1	Vendor must provide application support by phone (toll-free), fax, and e-mail during normal business hours (8:00 A.M. - 5:00 P.M. PT, M-F).	R		
S2	The proposed system should have capability to provide a test environment so City staff can test new versions of the	R		

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	system without affecting the production environment.			
S3	Vendor shall provide a comprehensive description of the <i>technical</i> training available to the City for the proposed system.	R		
S4	Vendor shall provide a comprehensive description of the <i>functional</i> training available to the City for the proposed system.	R		

Reporting

Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
R1	Identify reporting tools offered. If 3 rd party, list vendor and integration to core suite.	R		
R2	Describe strategy to keep reporting tools current.	R		
R3	Multiple data output formats (e.g. XML, Excel, CSV, PDF etc.).	R		
R4	Search and report on all fields in database, including user-defined fields, with ability to organize, summarize, sort, and sub-total in a variety of ways.	R		
R5	Intuitive ad hoc query and reporting for users (must include a users’ manual) with wild card search and drop-down lists. Search, sort, set report parameters (e.g. date ranges).	R		
R6	Reporting by date range and combinations of other parameters.	R		
R7	Save a query as a report on dashboard, “workcenter”, or to a library in the system for re-use in future.	R		
R8	Modify report templates or standard reports and save new format for use in the future.	R		
R9	Dashboard tailored to each user.	D		

Technology - General

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Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
IT1	Describe Project Management Methodology.	R		
IT2a	If on-prem: Provide list of Software Specification	R		
IT2b	If SaaS: Provide list of End-User device(s) Specifications.	R		
IT3	Project Management: Provide a proposed schedule with key activities, deliverables and milestones. Be sure to include anticipated implementation timeframe (in months) from beginning to City acceptance.	R		
IT4	Project Management: Describe key assumptions and risks.	R		
IT5	Project Management: Implementation approach regarding configuration, development, data conversion/migration, integrations and reports.	R		
IT6	Project Management: Proposal includes Vendor and Customer (City) responsibilities (could be a RACI matrix).	R		
IT7	Project Management: Describe training and knowledge transfer approach, post implementation.	R		
IT8	Project Management: Describe your change management (dealing with organizational change, not change orders) approach.	R		
IT9	Project Management: Describe your quality assurance approach.	R		
IT10	Project Management: Identify the City resource requirements: Technical and Non-Technical (Subject Matter Experts [SMEs]).	R		

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Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
IT11	The software runs on, Windows 11 or higher, compatible with latest version of Microsoft Edge or Chrome.	R		
IT12	The back-end software runs on Microsoft platform (Windows Server 2022 or higher, SQL Server 2022 or higher).	R		
IT13	All proposed application software is from one vendor. Separately identify the software of other vendors if present.	R		
IT14	Supports virtual server environment utilizing VMWare.	R		
IT15	All system users are required to be authenticated into the system before being given access to any system function.	R		
IT16	The system shall support single sign-on (SSO) or LDAP to allow users to use network IDs and passwords to authenticate.	R		
IT17	After the password is verified, the system automatically attaches the user to a security group that determines what system functions he or she may access.	R		
IT18	Security granularity extends to individual control of access to view, modify, add and delete functions for each application screen.	R		
IT19	The System Administrator can create and modify security groups, defining system access down to the function level and row level security.	R		
IT20	The security group assignments are changeable by authorized personnel only.	R		
IT21	The security groups are configurable.	R		
IT22	The System allows the tracking and audit of user logins.	R		
IT23	The system allows the tracking of users’ access, edits, print, delete, and downloads.	R		

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Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
IT24	System can scale to size to handle a load of internal and external users commensurate to the City’s population and expected internal users. Describe calculation or percentage used to determine expected number of simultaneous users (internal + external).	R		
IT25	The system can integrate to all of the current integrations (see table 2 (b)). If not all, specify which integrations cannot be met.	N/A		N/A
IT26	The system can integrate to all the future desired integrations (see table B(4)(b)). If not all, specify which integrations cannot be met.	R		
IT27	Web-enabled or Web-based architecture with published open API’s and ability for customers to configure APIs. List of current browsers (and versions) supported.	R		
IT28	System has web-based architecture with published open Application Program Interfaces (APIs).	R		
IT29	Bi-directional APIs.	R		
IT30	Allow for multiple isolated environments (Production, Stage, Test, Training, Development, etc.).	R		
IT31	Comply with institutional data security requirements for Human Services data: <ul style="list-style-type: none"> • HIPAA Rules for Human Services Patient data security • American with Disabilities Act (ADA) compliance ePHI security 	R		
IT32	Tools and utilities available for data purge and archiving processes.	R		
IT33	Systems offers a browser-based interface that is easily managed.	R		
IT34	Browser-based interface is secure (HTTPS).	R		

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Ref #	“A” Requirement	(R)required (D)esirable	“B” Proposer Response	“C” Detailed Explanation
IT35	System database schema will be made available to ITS (if necessary, ITS can enter into an NDA).	R		
IT36	Evergreen software: upgrades and updates continually available without additional costs. This shall also include regulatory updates mandated by State or Federal agencies.	R		
IT37	Vendor established and adheres to a planned solution maintenance process (change control/management). Describe customer notification and outage communication plan.	R		
IT38	Vendor has a defined and proven method for distributing upgrades. Describe method for distribution and testing.	R		
IT39	Vendor provides a lower environment (Development, Test, Stage, etc.) for testing, training, UAT, etc. List the lower environments typically available to customers.	R		
IT40	(Cloud only) Vendor keeps lower environments refreshed. If lower environments are provided, how often are they refreshed?	R		
IT41	Identify source code language.	R		
IT42	Identify all supported browsers.	R		
IT43	Ability to attach PDF, JPEG, wav, MP3, MPEG4, TIF, EXE, etc. and MS Office files to records.	R		
IT44	Ability to support the use of special characters (including keyboard [` ! @ # \$ % ^ & * '] vs. non-keyboard [emoji]) in notes, emails approvals, passwords, etc.	R		
IT45	Support for Multi Factor Authentication (MFA). Specify MFA solutions supported.	D		
IT46	Briefly describe support of remote/mobile technologies (VPN, synchronization), and various handheld devices (e.g. tablets, smartphone, etc.).	R		

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Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
IT47	Server Storage Requirements (if any)	D		
IT48	If cloud, amount of storage City will be required to purchase.	R		
IT49	Expected growth projection of storage needs.	R		
IT50	Experience integrating with external business applications. Describe typical interface/integration technologies and approach (e.g. flat file transfer, web services, APIs, etc.).	R		
IT51	Vendor has procedures and plans in place defining RPO (recovery point objective), RTO (recovery time objective), and DR (Disaster Recovery). Please attach details (include location of DR site[s])	R		
IT52	The system shall provide utilities and tools to monitor resource utilization.	R		
IT53	The system must provide the ability to maintain and update non-production environments	R		
IT54	The system must provide the ability to apply software upgrades to a non-production database environment before migrating it to a production database environment.	R		
IT55	Any system errors, provide user immediate feedback, including error messages and possible corrective actions.	R		
IT56	Vendor will provide data modeling, data definition and data dictionary components.	R		
IT57	The proposed system must permit operating system patching and updates, and allow for a system restart when a patch or update requires it.	R		
IT58	The proposed system must cooperate satisfactorily with the City’s current antivirus software and permit automatic antivirus definition updates. The current antivirus software is CrowdStrike.	R		
IT59	Support City’s backup solution Rubric	R		

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Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
IT60	Software shall provide a method (such as artificial intelligence) for automatically discovering Personally Identifiable Information (PII) and Personal Health Information (PHI).	D		
IT61	Software vendor shall provide resources to assist the City in the event of a deposition or a security breach.	D		
IT62	Software systems allows for encryption of data at rest, in-transit, and active. This is especially important for Health Insurance Portability and Accountability Act (HIPAA) compliance.	D		
IT63	Software system provides ability to manage Agreement expiration dates by sending alerts. For example, HIPAA requires active agreements.	D (“D” because our Finance syst should do this		
IT64	Software system allows for tracking of annual assessments to ensure compliance with various regulations (e.g. HIPAA, CJIS, etc.).	D		
IT65	Software system audits and tools provide for “defensible deletion”.	D		
IT66	Software System is Department of Defense (DOD) 5015.2 certified.	D		
IT77	Support audit/assessments, fix any identified issues and review/confirm compliance with Americans with Disabilities Act (ADA) requirements as well as an A/AA conformance level with the Web Content Accessibility Guidelines (WCAG) 2.0	R		

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APPENDIX A-4

**PROPOSER RESPONSE PAGES
CONFLICT OF INTEREST AND COLLUSION STATEMENT**

(Signed copy must be submitted with Proposal)

Conflict of Interest

Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP/RFQ/Bid. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting proposal in response to this RFP/Bid, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor’s proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively on the City’s selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

Collusion

This is to certify that the undersigned proposer has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the City of Fremont.

All terms and conditions of this Request for Proposal have been thoroughly examined and are understood.

NAME OF PROPOSER:

AUTHORIZED REPRESENTATIVE:

Signature

Printed Name

Title

ADDRESS:

DATE SIGNED:

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SECURITY QUESTIONNAIRE**

Please use the Security Questionnaire – Exhibit F template (Excel format) provided by the City in this RFP, to submit Proposer response to the City Security Questionnaire as described in Proposal Exhibit “F”. Submit a completed form in Excel format. At the time of contract (Technology Services Agreement [TSA]), the Security Questionnaire will become part of the TSA)

Please refer to “Security Questionnaire – Exhibit F” file.

EXHIBIT F**SECURITY QUESTIONNAIRE**

This Security Questionnaire, Exhibit “F” (See attached Security Questionnaire Document) is to measure the security posture of prospective cloud service and/or On-Premise providers.

ATTACHMENT 1**CLOUD-HOSTED SERVICE AGREEMENT**

[**INSERT**]

This Software as a Service Agreement (hereinafter “Agreement”) is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and [**INSERT**name of business and description of legal entity, i.e. LLC, Partnership, Corporation, etc.]_____, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the “parties.”

RECITALS

- A.** City requested a proposal from Consultant to perform the services generally including: [**INSERT**describe services]_____
- B.** In response to the City’s request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit “A,” in return for the compensation described in this Agreement and Exhibit “B.”

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS.

“Documentation” means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of Software.

“Cloud-Hosted Service” means the solution is designed from the ground up for cloud and is a multi-tenant cloud environment. In addition, Consultant owns, provides and oversees infrastructure, software and administrative tasks and makes its service available to City over the Internet using a standard web browser. The Cloud-Hosted Service includes the software and Consultant’s network capacity as well as the equipment used by Consultant to support operations including storage, hardware, servers and networking components. The infrastructure in the cloud-hosted environment is properly secured through multiple physical, procedural and technical safeguards to segregate and protect City’s data.

“Software” means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including

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corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

- 2. SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
- 3. TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
- 4. CLOUD-HOSTED SERVICE.**

4(A). Right to Use the Cloud-Hosted Service, Software and Documentation.

In consideration of all obligations of City hereunder, including, without limitation, the payment by City of any applicable fees, Consultant hereby grants to City, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Cloud-Hosted Service.

4(B). Use Restrictions. City shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Cloud-Hosted Service, or which uses ideas, features or functions that are similar to the Software or Cloud-Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Cloud-Hosted Service, except as expressly permitted herein; modify or make derivative works based upon the Software or Cloud-Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Cloud-Hosted Service or any portion thereof.

4(C). Proprietary Rights. The Software and Cloud-Hosted Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. City shall

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not take any action that jeopardizes the proprietary rights of Consultant or its licensors or acquire any right in the Software or Cloud-Hosted Service except the limited rights expressly granted in this Agreement.

4(D). Internet and Telecommunication Connections. City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Cloud-Hosted Service. Consultant shall have no responsibility or liability for any interruption or delay in accessing or using the Cloud-Hosted Service arising out of such Internet or telecommunications connections.

4(E). City Content.

- i. City shall provide City Content for inclusion in the Software or the Cloud Hosted Service. City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.
- ii. Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.
- iii. City shall exclusively own the City Content collected by Consultant in connection with the Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement.
- iv. Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time.
- v. Consultant shall, at City's request, make available City Content within five (5) business days. The database instance must be in a condition and format that allows easy transfer to a similar system.
- vi. In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty (30) calendar days of such termination or expiration without charge. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft Access or Microsoft SQL). The dedicated data files will be comprised of City Content contained in Consultant's Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

5. PAYMENT.

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5(A). Billing. In order to request payment, Consultant shall submit invoices to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant’s billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

5(B). “Not to Exceed” Compensation. The compensation payable to Consultant for the services identified in Exhibit “A” shall not exceed \$[***INSERT***]_____. Consultant shall not perform any services beyond the services identified in Exhibit “A” without prior written authorization from the City’s Authorized Representative. If the City’s Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed \$[***INSERT***]_____.

5(C). Consultant’s Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant’s payment).

6. AUTHORIZED REPRESENTATIVES.

6(A). Consultant’s Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant’s ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit “C,” attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibit “C,” without the prior written consent of the City. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative, as identified in Exhibit “C.”

6(B). City’s Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City’s Authorized Representative: [***INSERT***]_____, unless otherwise designated in writing by the City’s Authorized Representative or the City Manager.

6. INFORMATION AND DOCUMENTATION.

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7(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant’s performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

7(B). Consultant’s Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant’s accounting records shall include, at a minimum, all documents which support Consultant’s costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant’s accounting records shall be made available to City within a reasonable time after City’s request, during normal business hours.

7(C). Ownership of Work Product. All original documents prepared by Consultant (including its employees and sub-consultants) for this Agreement (“work product”), whether complete or in progress, are the property of the City and shall be given to the City at the completion of Consultant’s services, or upon demand by the City.

7(C). Intellectual Property Rights Ownership. The Software (including upgrades and custom software), source code, and Documentation are and will remain the exclusive property of Consultant. City has no right, title, or interest to or in the Software (including Upgrades and Custom Software), source code, or Documentation, except as expressly granted in this Agreement. City’s Content that is converted by Consultant and data that City develops using the Software (collectively, "*City's Content*") are and will remain the exclusive property of City. Consultant has no right, title, or interest to or in City’s Content. All materials, ideas, concepts, know-how or techniques developed or performed by Consultant during the course of performance of this Agreement will be and are the exclusive property of Consultant.

7. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City’s agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

8. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

9. NONDISCRIMINATION. Consultant shall comply with all applicable federal,

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state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

10. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable federal, state, and local laws including any applicable legal requirement imposed by Executive Orders duly issued at the federal, state and local level, whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

11. BUSINESS TAX. The Consultant shall apply for and pay the business tax and registration tax in accordance with Fremont Municipal Code Title 5, Chapter 5.05.

12. INSURANCE. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled “Insurance Requirements”. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

13. CONFIDENTIAL INFORMATION.

14(A). The term “Confidential Information” shall mean any and all information which is disclosed by either party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner’s business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner’s past, current, or possible future products or manufacturing or operational methods,

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including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the CITY is a governmental agency and may be required to release certain information under requests made according to provisions of the Public Records Act.

14(B). Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

14(C). The terms of this Section 14 shall survive termination of this Agreement.

14. CYBERSECURITY. Security establishes the benchmarks that any Consultant's solution and its connection to or integration with the City of Fremont Information Systems shall meet. These benchmarks ensure that all applicable federal, state, local laws, security standards, and compliance requirements are met to protect the confidentiality, integrity, and availability of the City of Fremont business, data, and technical components. Solutions that do not meet these compliance and security standards put the City of Fremont at risk. Basic compliance begins with the implementation of solution incompliance with common security controls framework and audit standards such as National Institute of Standards and Technology (NIST) NIST SP 800-53 Rev.5 Moderate-Impact, NIST SP 800-53 Rev.5 Privacy-Control-Baseline, and Service Organization's System SOC 1/ SOC 2 Audit. Consultant shall conduct recurrent performance review and continuous enhancement to ensure consistent compliance and proactive mitigation of evolving threats and

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associated risk. In addition to meeting all Security Specifications in this contract and attached Exhibit E, City of Fremont reserves the rights to request any additional audits (self and/or independent), and supportive evidence that demonstrate the Consultant's compliance with the security specification listed in the contract.

15. CYBERSECURITY OBLIGATION OF CONSULTANT.

16(A). Consultant shall comply with federal and state privacy laws.

16(B). Implement and document appropriate technical, physical, and administrative safeguards to protect the confidentiality, integrity, and availability of the data and systems receive, maintain, or transmits for or on behalf of the City of Fremont.

16(C). Apply security patches and perform vulnerability assessments on a regular basis and using encryption for all electronic transmission of sensitive and/or protected data.

16(D). Report to the City of Fremont any use or disclosure of sensitive and/or protected data that is not permitted under this Contract as soon as reasonably practicable upon discovery but not later than five (5) calendar days from discovery, and mitigate, to the extent practicable and in cooperation with the City of Fremont, any harmful effects known to it in connection with a use or disclosure made in violation of this Contract.

16(E). Report to the City of Fremont any security incident and/or breach upon discovery within three (3) hours of knowledge of incident and/or breach. A Security Incident and/or breach shall include, but is not limited to, unwanted disruption or denial of service, unauthorized use of a system for processing or City data, or changes to system hardware, firmware, or software without Consultant's consent. Reports shall include successful Security Incidents.

16(F). Ensure that any subcontractors, vendors, and agents to whom it provides City data or who created, received, use, disclose, maintain, transmit, or have access to the City of Fremont data agree to the same restrictions, conditions, and requirements that apply to Consultant under this Contract, including but not limited to implementing reasonable and appropriate safeguards to protect City data and systems. Consultant shall obtain satisfactory written assurance of this from the subcontractor and make this assurance available to the City of Fremont upon request.

16(G). Ensure that disclosure of City of Fremont data, including, but not limited to a designated record set, be approved in advance by the City of Fremont and then disclosed only to individuals expressly authorized to review such information under applicable Federal and State laws. If Consultant discloses or attempts to disclose City of Fremont data without the requisite prior approval, the City of Fremont may take any available remedy to prevent

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or mitigate any further disclosure. Consultant shall provide written notice to the City of Fremont of any use or disclosure of City of Fremont data not provided for under this Contract of which Consultant becomes aware within five (5) calendar days of its discovery.

16(H). Consultant shall maintain a business continuity, disaster recovery, and incident response plans to support the continuous availability of the solution being offered to the City of Fremont under the contract. The plans shall be maintained and updated by Consultant throughout the term of the Contract and shall be available for review by City and audit officials on request.

16(I). Data and systems managed by Consultant on behalf of the City of Fremont shall never leave the continental United States. If any Consultant or subcontractor(s) work in the United States is moved to another country, outside the continental United States without the consent of the City of Fremont, such action may be deemed a breach of the Contract.

16(J). Consultant shall protect City's sensitive data including but not limited to Personally Identifiable Information (PII), Protected Health Information (PHI), Financial Information, and account related credentials by using Federal Information Processing Standard (FIPS 140-2) compliant cryptographic/encryption standards or equivalent in- transit and at-rest.

16. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

17. INDEMNIFICATION.

18(A). Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising Consultant's performance, or failure to perform, under this Agreement, or any negligent act or omission of Consultant, any Subconsultant, or any employee or person under the control of Consultant, except for Claims arising out of the City's sole negligence or willful misconduct.

18(B). Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 15 shall include any claims that the software resulting from the provision of Services pursuant to the attached

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Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

18. LIMITED WARRANTY.

19(A). Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

19(B). Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

19(C). Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

19(D) Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

19(E) CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT.

19. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 5 of this Agreement.

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20. DEFAULT. If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

21. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

To: Consultant

*Attn: [***INSERT***] Name, Title*

*Attn: [***INSERT***]*

Company Name

Company Name

Street Address

Street Address

City, State ZIP

City, State ZIP

Telephone

Telephone

Email Address

Email Address

22. HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

23. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid

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or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

- 24. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
- 25. NO THIRD-PARTY BENEFICIARIES.** This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, any third-party beneficiary rights), except as otherwise expressly provided for in this Agreement.
- 26. NEUTRAL INTERPRETATION.** This Agreement represents the contributions of both parties, each of whom has had the opportunity to be represented by competent counsel. Accordingly, the rule stated in California Civil Code Section 1654 that a contract be construed against its drafter, shall have no application to the interpretation of this Agreement.
- 27. EACH PARTIES' ROLE IN DRAFTING THE AGREEMENT.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
- 28. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 29. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 30. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 31. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 32. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated

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herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

33. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

34. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

CONSULTANT [see selection below]
[**INSERT**]

By: _____
[**INSERT**]
Title: [**INSERT**]
Date: _____

By: _____
Title: *[President, CEO, Vice President]*
Date: _____

By: _____
Title: *[Treasurer, CFO, Secretary]*
Date: _____

APPROVED AS TO FORM:

By: _____
Bronwen Lacey
Title: Senior Deputy City Attorney

Select the appropriate signature block from the following samples:

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FOR CORPORATIONS:

XYZ Inc.,
a California Corporation

By: _____
Signature

Print Name

Its: _____
Title of Corporate Officer

**Generally, a corporate officer must sign for the corporation (President, Vice President, CEO, COO, Secretary, or Assistant Secretary). Directors and employees may sign if they submit proof of delegated authority. Verify corporate status of the signer through the Secretary of State and include the Statement of Interest with the DocuSign Envelope. For other information regarding proof of signature authority or when two signatures are required, refer to the 2022 Signature Requirements Guide.*

FOR LIMITED LIABILITY COMPANY:

XYZ LLC,
a California Limited Liability Company

By: _____
Signature

Print name

Its: _____
Owner or Manager

**For LLCs operated by owners, any owner can sign. Verify corporate status of signatories through the Secretary of State, SOI. If uncertain, obtain the operating agreement or a Secretary of State certificate showing the person or entity is the owner. If the LLC is operated by a manager, any manager can sign. Follow the same verification process provided for LLC owners.*

**If the LLC owner or manager is a corporation (and not an individual), include the name of the corporation that owns or manages the LLC and the signature of the corporate officers. Example:*

XYZ LLC,
a California Limited Liability Company

By: _____
Name of the Corporation that is
the Owner or Manager of the LLC

Signature

Print name

Title of Corporate Officer

FOR GENERAL PARTNERSHIPS:

FOR LIMITED PARTNERSHIPS:

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XYZ Inc.,
a California General Partnership

XYZ Inc.,
a California Limited Partnership

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Its: _____
General Partner *

Its: _____
General Partner*

**Generally, a General Partner must sign for General and Limited Partnerships. Other officers/employees may sign if they submit proof of delegated authority. To verify corporate status of the signer, check with the Secretary of State and include the Statement of Interest with the DocuSign Envelope. Alternatively, obtain a Partnership Agreement or certificate filed with the state showing the person/entity is the General Partner. For other information regarding proof of signature authority or when two signatures are required, refer to the 2022 Signature Requirements Guide.*

**If the General Partner is a corporation, include the corporation’s name and required signatures.
Example:*

XYZ Inc.,
a California limited partnership

By: _____
Name of the corporation that is
the general partner

Signature

Print name

Title of corporate officer

EXHIBIT A**SCOPE OF SERVICES**

This Scope of Services, Exhibit “A,” is hereby incorporated by reference into the Agreement, under Agreement Paragraph 2.

EXHIBIT B**COMPENSATION**

This compensation schedule, Exhibit “B,” is hereby incorporated by reference into the Agreement, under Agreement Paragraph 5.

For all services identified in Exhibit “A”, Scope of Services, the City agrees to pay, and Consultant agrees to accept as total compensation the following:

EXHIBIT C**QUALIFICATIONS**

These Consultant Qualifications, Exhibit “C,” are incorporated by reference into the Agreement, under Agreement Paragraph 6.

EXHIBIT D

INSURANCE REQUIREMENTS

Technology

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance
5. Cyber Liability insurance:

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- a. Third Party Liability coverage:
 - i. Privacy liability covering loss in the event of Consultant’s failure to protect City’s data.
 - ii. Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City’s data.
 - iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.
 - b. First Party Liability coverage:
 - i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City’s data.
 - ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.
 - iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant’s network.
 - iv. Notification and crisis management covering expenses in the event of a data breach including a third party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third party identity restoration services.
6. Such other insurance coverages and limits as may be required by the City of Fremont.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer’s Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
4. Professional Liability insurance: \$2,000,000
5. Cyber Liability insurance: \$2,000,000
6. Such other insurance coverages and limits as may be required by the City of Fremont.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-

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insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City of Fremont.
3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
 - d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

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Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City of Fremont at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City of Fremont, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Fremont may purchase such required insurance coverage, and without further notice to Consultant, the City of Fremont may deduct from sums due to Consultant any premium costs advanced by the City of Fremont for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Fremont, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fremont, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Fremont's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated by this Agreement. The Consultant shall require all subconsultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against City of Fremont regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

**CITY OF FREMONT – REQUEST FOR PROPOSALS
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Consultant shall furnish the City of Fremont with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Fremont before the services commence.

ATTACHMENT 2**TECHNOLOGY SERVICE AGREEMENT****[**INSERT**]**

This Technology Service Agreement (hereinafter “Agreement”) is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and [**INSERT**name of business and description of legal entity, i.e. LLC, Partnership, Corporation, etc.]_____, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the “parties.”

RECITALS

- C.** City requested a proposal from Consultant to perform the services generally including: [**INSERT**describe services]
- D.** In response to the City’s request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit “A,” in return for the compensation described in this Agreement and Exhibit “B.”

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS.

“Documentation” means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of Software.

“Software” means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

- 2. SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.

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3. TIME FOR PERFORMANCE. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

4. PAYMENT.

4(A). Billing. In order to request payment, Consultant shall submit invoices to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant’s billing rates (set forth on Exhibit “B,” attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

4(B). “Not to Exceed” Compensation. The compensation payable to Consultant for the services identified in Exhibit “A” shall not exceed \$[***INSERT***] _____. Consultant shall not perform any services beyond the services identified in Exhibit “A” without prior written authorization from the City’s Authorized Representative. If the City’s Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed \$[***INSERT***] _____.

4(C). Consultant’s Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant’s payment).

5. AUTHORIZED REPRESENTATIVES.

5(A). Consultant’s Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant’s ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit “C,” attached hereto and incorporated herein by reference. Therefore,

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Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibit “C,” without the prior written consent of the City. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative, as identified in Exhibit “C.”

5(B). City’s Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City’s Authorized Representative: [***INSERT***]_____, unless otherwise designated in writing by the City’s Authorized Representative or the City Manager.

35. INFORMATION AND DOCUMENTATION.

6(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant’s performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City’s possession.

6(B). Consultant’s Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant’s accounting records shall include, at a minimum, all documents which support Consultant’s costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant’s accounting records shall be made available to City within a reasonable time after City’s request, during normal business hours.

6(C). Ownership of Work Product. All original documents prepared by Consultant (including its employees and sub-consultants) for this Agreement (“work product”), whether complete or in progress, are the property of the City and shall be given to the City at the completion of Consultant’s services, or upon demand by the City.

36. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City’s agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

37. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

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- 38. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.
- 39. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable federal, state, and local laws including any applicable legal requirement imposed by Executive Orders duly issued at the federal, state and local level, whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
- 40. BUSINESS TAX.** The Consultant shall apply for and pay the business tax and registration tax, in accordance with Fremont Municipal Code Title 5, Chapter 5.05.
- 41. INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled “Insurance Requirements”. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 42. CYBERSECURITY.** Security establishes the benchmarks that any Consultant’s solution and its connection to or integration with the City of Fremont Information Systems shall meet. These benchmarks ensure that all applicable federal, state, local laws, security standards, and compliance requirements are met to protect the confidentiality, integrity, and availability of the City of Fremont business, data, and technical components. Solutions that do not meet these compliance and security standards put the City of Fremont at risk. Basic compliance begins with the implementation of solution incompliance with common security controls framework and audit standards such as National Institute of Standards and Technology (NIST) NIST SP 800-53 Rev.5 Moderate-

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Impact, NIST SP 800-53 Rev.5 Privacy-Control-Baseline, and Service Organization's System SOC 1/ SOC 2 Audit. Consultant shall conduct recurrent performance review and continuous enhancement to ensure consistent compliance and proactive mitigation of evolving threats and associated risk. In addition to meeting all Security Specifications in this contract and attached Exhibit E, City of Fremont reserves the rights to request any additional audits (self and/or independent), and supportive evidence that demonstrate the Consultant's compliance with the security specification listed in the contract.

43. CYBERSECURITY OBLIGATION OF CONSULTANT.

14(A). Consultant shall comply with federal and state privacy laws.

14(B). Implement and document appropriate technical, physical, and administrative safeguards to protect the confidentiality, integrity, and availability of the data and systems receive, maintain, or transmits for or on behalf of the City of Fremont.

14(C). Applying security patches and performing vulnerability assessments on a regular basis and using encryption for all electronic transmission of sensitive and/or protected data.

14(D). Report to the City of Fremont any use or disclosure of sensitive and/or protected data that is not permitted under this Contract as soon as reasonably practicable upon discovery but not later than five (5) calendar days from discovery, and mitigate, to the extent practicable and in cooperation with the City of Fremont, any harmful effects known to it in connection with a use or disclosure made in violation of this Contract.

14(E). Report to the City of Fremont any security incident and/or breach upon discovery within three (3) hours of knowledge of incident and/or breach. A Security Incident and/or breach shall include, but is not limited to, unwanted disruption or denial of service, unauthorized use of a system for processing or City data, or changes to system hardware, firmware, or software without Consultant's consent. Reports shall include successful Security Incidents.

14(F). Ensure that any subcontractors, vendors, and agents to whom it provides City data or who created, received, use, disclose, maintain, transmit, or have access to the City of Fremont data agree to the same restrictions, conditions, and requirements that apply to Consultant under this Contract, including but not limited to implementing reasonable and appropriate safeguards to protect City data and systems. Consultant shall obtain satisfactory written assurance of this from the subcontractor and make this assurance available to the City of Fremont upon request.

14(G). Ensure that disclosure of City of Fremont data, including, but not limited to a designated record set, be approved in advance by the City of

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Fremont and then disclosed only to individuals expressly authorized to review such information under applicable Federal and State laws. If Consultant discloses or attempts to disclose City of Fremont data without the requisite prior approval, the City of Fremont may take any available remedy to prevent or mitigate any further disclosure. Consultant shall provide written notice to the City of Fremont of any use or disclosure of City of Fremont data not provided for under this Contract of which Consultant becomes aware within five (5) calendar days of its discovery.

14(H). Consultant shall maintain a business continuity, disaster recovery, and incident response plans to support the continuous availability of the solution being offered to the City of Fremont under the contract. The plans shall be maintained and updated by Consultant throughout the term of the Contract and shall be available for review by City and audit officials on request.

14(I). Data and systems managed by Consultant on behalf of the City of Fremont shall never leave the continental United States. If any Consultant or subcontractor(s) work in the United States is moved to another country, outside the continental United States without the consent of the City of Fremont, such action may be deemed a breach of the Contract.

14(J). Consultant shall protect City's sensitive data including but not limited to Personally Identifiable Information (PII), Protected Health Information (PHI), Financial Information, and account related credentials by using Federal Information Processing Standard (FIPS 140-2) compliant cryptographic/encryption standards or equivalent in- transit and at-rest.

44. CONFIDENTIAL INFORMATION.

15(A). The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except

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to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the CITY is a governmental agency and may be required to release certain information under requests made according to provisions of the Public Records Act.

15(B). Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

15(C). The terms of this Section 15 shall survive termination of this Agreement.

45. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

46. INDEMNIFICATION.

17(A). Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement, except for Claims arising out of the City's sole negligence or willful misconduct.

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17(B). Copyright and Patent Indemnification. Claims which trigger Consultant’s responsibility under Section 17 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

47. LIMITED WARRANTY.

18(A). Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

18(B). Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

18(C). Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

18(D). Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee’s perpetual use of the Software.

18(E). CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

48. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit “A” and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date

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of termination, but not to exceed the payments according to the rates specified in Exhibit “B” or the maximum amount authorized under paragraph 3 of this Agreement.

- 49. DEFAULT.** If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

- 50. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

To: Consultant

*Attn: [***INSERT***] Name, Title*

*Attn: [***INSERT***]*

Company Name

Company Name

Street Address

Street Address

City, State ZIP

City, State ZIP

Telephone

Telephone

Email Address

Email Address

- 51. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

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- 52. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 53. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
- 54. NO THIRD-PARTY BENEFICIARIES.** This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, any third-party beneficiary rights), except as otherwise expressly provided for in this Agreement.
- 55. NEUTRAL INTERPRETATION.** This Agreement represents the contributions of both parties, each of whom has had the opportunity to be represented by competent counsel. Accordingly, the rule stated in California Civil Code Section 1654 that a contract be construed against its drafter, shall have no application to the interpretation of this Agreement.
- 56. EACH PARTIES' ROLE IN DRAFTING THE AGREEMENT.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
- 57. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 58. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 59. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 60. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any

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documents expressly incorporated, the terms and conditions of this Agreement shall control.

- 61. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- 62. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 63. COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

CONSULTANT [\[see selection below\]](#)
[**INSERT**]

By: _____
 [**INSERT**]
 Title: [**INSERT**]
 Date: [**INSERT**]

By: _____
 [**INSERT**]
 Title: [**INSERT**]
 Date: [**INSERT**]

By: _____
 [**INSERT**]
 Title: [**INSERT**]
 Date: [**INSERT**]

APPROVED AS TO FORM:

By: _____
[**INSERT**]

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Title: [***INSERT***] City Attorney

Select the appropriate signature block from the following samples:

FOR CORPORATIONS:

**XYZ Inc.,
a California Corporation**

By: _____
Signature

Print Name

Its: _____
Title of Corporate Officer

***Generally, a corporate officer must sign for the corporation (President, Vice President, CEO, COO, Secretary, or Assistant Secretary). Directors and employees may sign if they submit proof of delegated authority. Verify corporate status of the signer through the Secretary of State and include the Statement of Interest with the DocuSign Envelope. For other information regarding proof of signature authority or when two signatures are required, refer to the 2022 Signature Requirements Guide.**

FOR LIMITED LIABILITY COMPANY:

**XYZ LLC,
a California Limited Liability Company**

By: _____
Signature

Print name

Its: _____
Owner or Manager

***For LLCs operated by owners, any owner can sign. Verify corporate status of signatories through the Secretary of State, SOI. If uncertain, obtain the operating agreement or a Secretary of State certificate showing the person or entity is the owner. If the LLC is operated by a manager, any manager can sign. Follow the same verification process provided for LLC owners.**

***If the LLC owner or manager is a corporation (and not an individual), include the name of the corporation that owns or manages the LLC and the signature of the corporate officers. Example:**

**XYZ LLC,
a California Limited Liability Company**

By: _____
Name of the Corporation that is
the Owner or Manager of the LLC

Signature

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Print name

Title of Corporate Officer

FOR GENERAL PARTNERSHIPS:

**XYZ Inc.,
a California General Partnership**

**By: _____
Signature**

Print Name

**Its: _____
General Partner ***

FOR LIMITED PARTNERSHIPS:

**XYZ Inc.,
a California Limited Partnership**

**By: _____
Signature**

Print Name

**Its: _____
General Partner***

***Generally, a General Partner must sign for General and Limited Partnerships. Other officers/employees may sign if they submit proof of delegated authority. To verify corporate status of the signer, check with the Secretary of State and include the Statement of Interest with the DocuSign Envelope. Alternatively, obtain a Partnership Agreement or certificate filed with the state showing the person/entity is the General Partner. For other information regarding proof of signature authority or when two signatures are required, refer to the 2022 Signature Requirements Guide.**

***If the General Partner is a corporation, include the corporation’s name and required signatures.
Example:**

**XYZ Inc.,
a California limited partnership**

**By: _____
Name of the corporation that is
the general partner**

Signature

Print name

Title of corporate officer

EXHIBIT A**SCOPE OF SERVICES**

This Scope of Services, Exhibit “A,” is hereby incorporated by reference into the Agreement, under Agreement Paragraph 2.

EXHIBIT B**COMPENSATION**

This compensation schedule, Exhibit “B,” is hereby incorporated by reference into the Agreement, under Agreement Paragraph 4.

For all services identified in Exhibit “A”, Scope of Services, the City agrees to pay, and Consultant agrees to accept as total compensation the following:

EXHIBIT C**QUALIFICATIONS**

These Consultant Qualifications, Exhibit “C,” are incorporated by reference into the Agreement, under Agreement Section 5.

EXHIBIT D**INSURANCE REQUIREMENTS**
Professional

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

3. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
4. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

D. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

7. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
8. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
9. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
10. Professional Liability insurance

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11. Cyber Liability insurance:
 - a. Third Party Liability coverage:
 - i. Privacy liability covering loss in the event of Consultant’s failure to protect City’s data.
 - ii. Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City’s data.
 - iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.
 - b. First Party Liability coverage:
 - i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City’s data.
 - ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.
 - iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant’s network.
 - iv. Notification and crisis management covering expenses in the event of a data breach including a third-party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third-party identity restoration services.
12. Such other insurance coverages and limits as may be required by the City of Fremont.

E. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

7. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and a \$4,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
8. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
9. Employer’s Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
10. Professional Liability insurance: \$2,000,000.
11. Cyber Liability insurance: \$2,000,000.
12. Such other insurance coverages and limits as may be required by the City of Fremont.

F. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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4. Any deductibles or self-insured retentions must be declared to and approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
5. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City of Fremont.
6. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

2. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - e. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - f. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - g. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
 - h. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

**CITY OF FREMONT – REQUEST FOR PROPOSALS
DOCUMENT MANAGEMENT SYSTEM****RFP #24-004****E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City of Fremont at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City of Fremont, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Fremont may purchase such required insurance coverage, and without further notice to Consultant, the City of Fremont may deduct from sums due to Consultant any premium costs advanced by the City of Fremont for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Fremont, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fremont, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Fremont's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated by this Agreement. The Consultant shall require all subconsultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

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Consultant agrees to waive subrogation rights against City of Fremont regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Consultant shall furnish the City of Fremont with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Fremont before the services commence.

Control Domain	Control ID
Application & Interface Security <i>Application Security</i>	AIS-01
Application & Interface Security <i>Data Integrity</i>	AIS-03
Application & Interface Security <i>Data Integrity</i>	AIS-04
Application & Interface Security <i>Data Integrity</i>	AIS-05

Audit Assurance & Compliance <i>Audit Planning</i>	AAC-01
Change Control & Configuration Management <i>New Development / Acquisition</i>	CCC-01
Change Control & Configuration Management <i>Outsourced Development</i>	CCC-02
Change Control & Configuration Management <i>Outsourced Development</i>	CCC-03
Change Control & Configuration Management <i>Production Changes</i>	CCC-05
Data Security & Information Lifecycle Management <i>Handling / Labeling / Security Policy</i>	DSI-04

Data Security & Information Lifecycle Management <i>Nonproduction Data</i>	DSI-05
Data Security & Information Lifecycle Management <i>Ownership / Stewardship</i>	DSI-06
Data Security & Information Lifecycle Management <i>Secure Disposal</i>	DSI-07
Datacenter Security <i>Asset Management</i>	DCS-01
Governance and Risk Management <i>Baseline Requirements</i>	GRM-01
Governance and Risk Management <i>Baseline</i>	GRM-02
Governance and Risk Management <i>Management Oversight</i>	GRM-03
Governance and Risk Management	GRM-04
Governance and Risk Management	GRM-05
Governance and Risk Management	GRM-06
Governance and Risk Management <i>Management Oversight</i>	GRM-07

Human Resources <i>Asset Returns</i>	HRS-01
Human Resources <i>Asset Returns</i>	HRS-02
Human Resources <i>Training / Awareness</i>	HRS-03
Human Resources <i>Asset Returns</i>	HRS-04
Identity & Access Management <i>Audit Tools Access</i>	IAM-01
Identity & Access Management <i>User Access Policy</i>	IAM-02
Identity & Access Management <i>Policies and Procedures</i>	IAM-03
Identity & Access Management <i>Source Code Access Restriction</i>	IAM-04
Identity & Access Management <i>Source Code Access Restriction</i>	IAM-05
Identity & Access Management <i>User ID Credentials</i>	IAM-06

Infrastructure & Virtualization Security <i>Change Detection</i>	IVS-02
Infrastructure & Virtualization Security <i>Management - Vulnerability Management</i>	IVS-06
Infrastructure & Virtualization Security <i>OS Hardening and Base Controls</i>	IVS-07
Infrastructure & Virtualization Security <i>OS Hardening and Base Controls</i>	IVS-08
Infrastructure & Virtualization Security <i>Segmentation</i>	IVS-09
Infrastructure & Virtualization Security	IVS-08
Interoperability & Portability <i>APIs</i>	IPY-01
Interoperability & Portability <i>Policy & Legal</i>	IPY-03
Interoperability & Portability <i>Standardized Network Protocols</i>	IPY-04

Mobile Security <i>Approved Software for BYOD</i>	MOS-01
Mobile Security <i>Device Inventory</i>	MOS-02
Mobile Security <i>Device Management</i>	MOS-03
Mobile Security <i>Encryption</i>	MOS-04
Mobile Security <i>Jailbreaking and Rooting</i>	MOS-05
Mobile Security <i>Operating Systems</i>	MOS-06
Mobile Security <i>Operating Systems</i>	MOS-07
Security Incident Management, E-Discovery, & Cloud Forensics <i>Incident</i>	SEF-02
Security Incident Management, E-Discovery, & Cloud	SEF-04
Security Incident Management, E-	SEF-05
Security Incident Management, E-	SEF-05

Security Incident	SEF-07
Security Incident Management, E-Discovery, & Cloud Forensics	SEF-08
Supply Chain Management, Transparency, and Accountability <i>Incident Reporting</i>	STA-02
Supply Chain Management, Transparency, and Accountability <i>Third Party Agreements</i>	STA-05
Supply Chain Management, Transparency, and Accountability <i>Third Party Audits</i>	STA-08
Supply Chain Management,	STA-09
Supply Chain Management	STA-10
Threat and Vulnerability Management <i>Vulnerability / Patch Management</i>	TVM-02

EXHIBIT "F" SECURITY QUESTIONNAIRE

Questions
Do you use industry standards (i.e. OWASP Software Assurance Maturity Model, ISO 27034) to build in security for your Systems/Software Development Lifecycle (SDLC)?
Do you use an automated source code analysis tool to detect security defects in code prior to production?
Do you use manual source-code analysis to detect security defects in code prior to production?
Do you verify that all of your software suppliers adhere to industry standards for Systems/Software Development Lifecycle (SDLC) security?
Do you review your applications for security vulnerabilities and address any issues prior to deployment to production?
Does your data management policies and procedures require audits to verify data input and output integrity routines?
Are data input and output integrity routines (i.e. MD5/SHA checksums) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?
Are there policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for product and service offerings?
Do you have controls in place to ensure that standards of quality are being met for all software development?
Do you have controls in place to detect source code security defects for any outsourced software development activities?

Are mechanisms in place to ensure that all debugging and test code elements are removed from released software versions?

Do you develop and maintain an agreed upon audit plan (e.g., scope, objective, frequency, resources,etc.) for reviewing the efficiency and effectiveness of implemented security controls?

Does your audit program take into account effectiveness of implementation of security operations?

Are policies and procedures established for management authorization for development or acquisition of new applications, systems, databases, infrastructure, services, operations and facilities?

Are policies and procedures for change management, release, and testing adequately communicated to external business partners?

Do you have controls in place to restrict and monitor the installation of unauthorized software onto your systems?

Do you have separation of duties in a production change management procedures and their roles/rights/responsibilities within it? (Ex. separations between developers, QA's, and code transporters.)

Do you have policies and procedures established for managing risks with respect to change management in production environments?

Are policies and procedures established for data labeling and handling in order to ensure the security of data and objects that contain data?

Do you have procedures in place to ensure production data shall not be replicated or used in non-production environments?

Are the responsibilities regarding data stewardship defined, assigned, documented, and communicated?

Do you support the secure deletion (e.g., degaussing/cryptographic wiping) of archived and backed-up data?

Do you classify your assets in terms of business criticality, service-level expectations, and operational continuity requirements?

Do you maintain a complete inventory of all of your critical assets located at all sites/ or geographical locations and their assigned ownership?

Do you have documented information security baselines for every component of your infrastructure (e.g., hypervisors, operating systems, routers, DNS servers, etc.)?

Do you conduct risk assessments associated with data governance requirements at least once a year?

Are your technical, business, and executive managers responsible for maintaining awareness of and compliance with security policies, procedures, and standards for both themselves and their employees as they pertain to the manager and employees' area of responsibility?

Do you review your Information Security Management Program (ISMP) at least once a year?

Do you perform occasional risk assessments when the organization engages in an precarious activity?

Does your organization keep an up-to-date risk register that documents all the existing risks the organization foresees?

Do you regularly perform due diligence testing of your security controls against your processes to ensure the controls are working effectively as designed?

<p>Upon termination of contract or business relationship, are employees and contractors informed of their obligations for returning organizationally-owned assets?</p>
<p>Do you have asset return procedures outlining how assets should be returned within an established period?</p>
<p>Are there procedures and guidelines account for timely revocation of access for terminated employees and contractors?</p>
<p>Do you provide a formal, role-based, security awareness training for access-related, data management and handling for all persons with access to tenant data?</p>
<p>Are there policies and procedures to ensure that unattended workspaces do not have openly visible (e.g., on a desktop) sensitive documents?</p>
<p>Do you restrict, log, and monitor access to your information security management systems (e.g., hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)?</p>
<p>Do you monitor and log privileged access (e.g., administrator level) to information security management systems?</p>
<p>Do you have controls in place ensuring timely removal of systems access that is no longer required for business purposes?</p>
<p>Do you have procedures and technical measures in place for user account entitlement de-/provisioning based on the rule of least privilege and their roles?</p>
<p>Do you manage and store the user identity of all personnel who have network access, IT platforms, and including their level of access?</p>
<p>Are controls in place to prevent unauthorized access to your application, program, or object source code, and assure it is restricted to authorized personnel only?</p>
<p>Are controls in place to prevent unauthorized access to tenant application, program, or object source code, and assure it is restricted to authorized personnel only?</p>
<p>Are preventive, detective corrective compensating controls in place to mitigate impacts of unauthorized or inappropriate access?</p>
<p>Do you have a strong access provisioning procedure of a user's access authorization determined by their contract or agreement, change of employment or job function, or transfer of department within the organization?</p>
<p>Do you support use of, or integration with IAM (Identity and Access Management) solutions at your</p>
<p>Do you support identity federation standards (e.g., SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?</p>
<p>Do you provide strong (multifactor) authentication options (e.g., digital certs, tokens, biometrics, etc.) for user access?</p>

Do you support password (e.g., minimum length, age, history, complexity) and account lockout (e.g., lockout threshold, lockout duration) policy enforcement?

Do you log and alert any changes made to virtual machine images regardless of their running state (e.g., dormant, off or running)?

Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the build/configuration of the virtual machine?

Do you regularly update network architecture diagrams that include data flows between security domains/zones?

Are operating systems hardened to provide only the necessary ports, protocols, and services to meet business needs using technical controls (e.g., antivirus, file integrity monitoring, and logging) as part of their baseline build standard or template?

Do you logically and physically segregate production and non-production environments?

Are system and network environments protected by a firewall or virtual firewall to ensure business and customer security requirements?

Are system and network environments protected by a firewall or virtual firewall to ensure compliance with legal, regulatory and contractual requirements?

Have you implemented the necessary measures for the appropriate isolation and segmentation of tenants' access to infrastructure system and network components, in adherence to established policies, legal, statutory, and regulatory compliance obligations?

Do you have the ability to logically segment or encrypt customer data such that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?

Do your network architecture diagrams clearly identify high-risk environments and data flows that may have legal compliance impacts?

Do you publish a list of all APIs available in the service and indicate which are standard and which are customized?

Do you provide policies and procedures (i.e. service level agreements) governing the use of APIs for interoperability between your service and third-party applications?

Is data import, data export, and service management be conducted over secure (e.g., non-clear text and authenticated), industry accepted standardized network protocols?

Does your BYOD policy and training clearly state which applications and applications stores are approved for use on BYOD devices?

Do you maintain an inventory of all mobile devices storing and accessing company data which includes device status (e.g., operating system and patch levels, lost or decommissioned, device assignee)?

Does your mobile device policy require the use of encryption for either the entire device or for data identified as sensitive enforceable through technology controls for all mobile devices?

Does your mobile device policy prohibit the circumvention of built-in security controls on mobile devices (e.g., jailbreaking or rooting)?

Does your mobile device policy prohibit the circumvention of built-in security controls on mobile devices (e.g., jailbreaking or rooting)?

Does the BYOD policy clearly state the expectations over the loss of non-company data in case a wipe of the device is required?

Do you manage all changes to mobile device operating systems, patch levels, and applications via your company's change management processes?

Do you have a documented security incident response plan?

Do you test your security incident response plans on a yearly basis?

Does your incident response plan comply with industry standards?

Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas?

Do you have a responsible Security Incident Response Team that handles and response to threat alerts?

Do you monitor and quantify the types, volumes, and impacts on all information security incidents?

Are important security logs retained for forensic investigation post threat incident if needed?
Are important security logs retained for forensic investigation post threat incident if needed?
Do you make security incident information available to all affected customers and providers periodically through electronic methods (e.g., portals)?
Do you select and monitor outsourced providers in compliance with laws in the country where the data is processed, stored, and transmitted?
Do you select and monitor outsourced providers to ensure that they are in compliance with applicable legislation?
Do third-party agreements include provision for the security and protection of information and assets?
Do you have the capability to recover data for a specific customer in the case of a failure or data loss?
Do you have the capability to restrict the storage of customer data to specific countries or geographic locations?
Can you provide the physical location/geography of storage of a tenant’s data upon request?
Are systems in place to monitor breaches and notify tenants expeditiously if a privacy event may have impacted their data?
Do your data management policies and procedures address tenant and service level conflicts of interests?
Do you mandate annual information security reviews and audits of your third party providers to ensure that all agreed upon security requirements are met?
Do you have external third party services conduct vulnerability scans and periodic penetration tests on your applications and networks?
Do you conduct network-layer vulnerability scans regularly as prescribed by industry best practices?
Do you conduct application-layer vulnerability scans regularly as prescribed by industry best practices?
Do you conduct local operating system-layer vulnerability scans regularly as prescribed by industry best
Do you have a capability to patch vulnerabilities across all of your computing devices, applications, and systems?

Remarks

Control Domain	Control ID
General Security (SaaS Vendors)	GES-01
General Security (SaaS Vendors)	GES-03
General Security (SaaS Vendors)	GES-04
General Security (SaaS Vendors)	GES-05
General Security (SaaS Vendors)	GES-06
General Security (SaaS Vendors)	GES-11
Application & Interface Security <i>Application Security</i>	AIS-01
Application & Interface Security <i>Data Integrity</i>	AIS-02

Application & Interface Security <i>Data Integrity</i>	AIS-03
Application & Interface Security <i>Data Integrity</i>	AIS-04
Application & Interface Security <i>Data Security / Integrity</i>	AIS-06
Audit Assurance & Compliance <i>Audit Planning</i>	AAC-01
Audit Assurance & Compliance <i>Independent Audits</i>	AAC-02
Business Continuity Management & Operational Resilience	BCR-01
Business Continuity Management & Operational Resilience	BCR-02

Business Continuity Management & Operational Resilience <i>Impact Analysis</i>	BCR-03
Business Continuity Management & Operational Resilience <i>Impact Analysis</i>	BCR-4
Change Control & Configuration Management <i>New Development / Acquisition</i>	CCC-01
Change Control & Configuration Management <i>Outsourced Development</i>	CCC-02
Change Control & Configuration Management <i>Outsourced Development</i>	CCC-03
Change Control & Configuration Management <i>Production Changes</i>	CCC-04
Data Security & Information Lifecycle Management <i>Handling / Labeling / Security Policy</i>	DSI-01

Data Security & Information Lifecycle Management <i>Nonproduction Data</i>	DSI-02
Data Security & Information Lifecycle Management <i>Ownership / Stewardship</i>	DSI-03
Data Security & Information Lifecycle Management <i>Secure Disposal</i>	DSI-04
Data Security & Information Lifecycle Management	DSI-05
Datacenter Security <i>Asset Management</i>	DCS-01
Datacenter Security <i>Asset Management</i>	DCS-02
Encryption & Key Management <i>Entitlement</i>	EKM-01
Encryption & Key Management <i>Key Generation</i>	EKM-02
Encryption & Key Management <i>Key Generation</i>	EKM-03

Governance and Risk Management <i>Baseline Requirements</i>	GRM-01
Governance and Risk Management <i>Baseline</i>	GRM-02
Governance and Risk Management <i>Management</i>	GRM-03
Governance and Risk Management	GRM-04
Governance and Risk Management	GRM-05
Governance and Risk Management	GRM-06
Governance and Risk Management <i>Management Oversight</i>	GRM-07
Human Resources <i>Asset Returns</i>	HRS-01
Human Resources <i>Asset Returns</i>	HRS-02
Human Resources <i>Training / Awareness</i>	HRS-03
Human Resources <i>Workspace</i>	HRS-04
Identity & Access Management <i>Audit Tools Access</i>	IAM-01
Identity & Access Management	IAM-02

<i>User Access Policy</i>	
Identity & Access Management Policies and	IAM-03
Identity & Access Management Source Code Access Restriction	IAM-04
Identity & Access Management Source Code Access Restriction	IAM-05
Identity & Access Management User ID Credentials	IAM-06
Infrastructure & Virtualization Security Audit Logging / Intrusion Detection	IVS-01
Infrastructure & Virtualization Security	IVS-02
Infrastructure & Virtualization Security	IVS-03
Infrastructure & Virtualization Security Audit Logging / Intrusion Detection	IVS-04
Infrastructure & Virtualization Security Change Detection	IVS-05
Infrastructure & Virtualization	IVS-06

Infrastructure & Virtualization Security <i>Management -</i>	
Infrastructure & Virtualization Security	IVS-07
Infrastructure & Virtualization Security	IVS-08
Infrastructure & Virtualization	IVS-09
Infrastructure & Virtualization Security <i>Segmentation</i>	IVS-10
Infrastructure & Virtualization Security <i>Segmentation</i>	IVS-11
Interoperability & Portability <i>APIs</i>	IPY-01
Interoperability & Portability <i>Policy & Legal</i>	IPY-02
Interoperability & Portability <i>Standardized Network Protocols</i>	IPY-03

Mobile Security <i>Approved Software for BYOD</i>	MOS-01
Mobile Security <i>Device Inventory</i>	MOS-02
Mobile Security <i>Encryption</i>	MOS-03
Mobile Security <i>Jailbreaking and Rooting</i>	MOS-04
Mobile Security <i>Operating Systems</i>	MOS-05
Mobile Security <i>Passwords</i>	MOS-06
Security Incident Management, E-Discovery, & Cloud Forensics <i>Incident</i>	SEF-02
Security Incident Management, E-Discovery, & Cloud Forensics	SEF-04
Security Incident Management, E-Discovery, & Cloud Forensics	SEF-05
Security Incident Management, E-Discovery, & Cloud Forensics	
Security Incident Management, E-Discovery, & Cloud Forensics	SEF-07
Supply Chain Management, Transparency, and	STA-02
Supply Chain Management,	STA-05

Transparency, and Accountability <i>Third Party Agreements</i>	
Threat and Vulnerability Management <i>Antivirus / Malicious Software</i>	TVM-01
Threat and Vulnerability Management <i>Vulnerability / Patch Management</i>	TVM-02

EXHIBIT "F" SECURITY QUESTIONNAIRE

Questions
Do you have an information security personnel dedicated for the information security program, data protection, and compliance at the organization?
Do you have a proposed system to integrate with client’s active directory for credential pass-through/SSO using your SaaS application?
Do you have a fine-grained access control to your SaaS application for identification, built-in MFA, and authorization for privileged access?
Do you have a robust role-based access control schematic in place to provision authorizations to your application?
Do you have data encryption and data masking to the data at rest in your application?
Do you have a strong procedure to update and maintain your SSL certificates in accordance with SSL standards to your application webpage?
Do you use industry standards (i.e. OWASP Software Assurance Maturity Model, ISO 27034) to build in security for your Systems/Software Development Lifecycle (SDLC)?
Do you use an automated source code analysis tool to detect security defects in code prior to production?
Do you use manual source-code analysis to detect security defects in code prior to production?
Do you verify that all of your software suppliers adhere to industry standards for Systems/Software Development Lifecycle (SDLC) security?
Do you review your applications for security vulnerabilities and address any issues prior to deployment to production?
Does your data management policies and procedures require audits to verify data input and output integrity routines?

Are data input and output integrity routines (i.e. MD5/SHA checksums) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?

Are there policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for product and service offerings?

Do you have controls in place to ensure that standards of quality are being met for all software development?

Do you have controls in place to detect source code security defects for any outsourced software development activities?

Are mechanisms in place to ensure that all debugging and test code elements are removed from released software versions?

Is your Data Security Architecture designed using an industry standard (e.g., CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP, CAESARS)? Please specify.

Do you develop and maintain an agreed upon audit plan (e.g., scope, objective, frequency, resources,etc.) for reviewing the efficiency and effectiveness of implemented security controls?

Does your audit program take into account effectiveness of implementation of security operations?

Do you allow tenants to view your SOC2/ISO 27001 or similar third-party audit or certification reports?

Do you conduct network penetration tests of your cloud service infrastructure at least annually?

Do you conduct application penetration tests of your SaaS product as prescribed by industry best practices and guidance?

Do you conduct internal self assessment audits at least annually?

Do you conduct independent audits at least annually?

Does your organization have a plan or framework for business continuity management or disaster recovery management?

Does your organization have a strong disaster recovery capability with planned RPO and RTO for critical systems?

Are business continuity plans subject to testing at planned intervals to ensure continuing effectiveness?

Do you use industry standards and frameworks to determine the impact of any disruption to your organization (i.e. criticality of services and recovery priorities, disruption tolerance, RPO and RTO etc) ?

Do you test your backup or redundancy mechanisms at least annually?

Are policies and procedures established for management authorization for development or acquisition of new applications, systems, databases, infrastructure, services, operations and facilities?

Are policies and procedures for change management, release, and testing adequately communicated to external business partners?

Do you have controls in place to restrict and monitor the installation of unauthorized software onto your systems?

Do you have separation of duties in a production change management procedures and their roles/rights/responsibilities within it? (Ex. separations between developers, QA's, and code transporters.)

Do you have policies and procedures established for managing risks with respect to change management in production environments?

Are policies and procedures established for data labeling and handling in order to ensure the security of data and objects that contain data?

Do you have procedures in place to ensure production data shall not be replicated or used in non-production environments?

Are the responsibilities regarding data stewardship defined, assigned, documented, and communicated?

Do you support the secure deletion (e.g., degaussing/cryptographic wiping) of archived and backed-up data?

Do you have a strong assurance procedure to sanitize all computing resources of tenant data once a customer has exited the agreement or has vacated your environment?

Do you classify your assets in terms of business criticality, service-level expectations, and operational continuity requirements?

Do you maintain a complete inventory of all of your critical assets located at all sites/ or geographical locations and their assigned ownership?

Do you restrict or limit only authorized personnel to your on-premise data center? Is there a log that tracks all visitors to the datacenter?

Do you have a robust asset management program with documented policies and procedures?

Do you have proper key management policies?

Do you have a capability to allow creation of unique encryption keys per tenant?

Do you have secured storage/vault to store encryption keys and secrets on behalf of tenants?

Do you leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances?

Do you have platform and data appropriate encryption that uses open/validated formats and advanced algorithms?

Do you have documented information security baselines for every component of your infrastructure (e.g., hypervisors, operating systems, routers, DNS servers, etc.)?

Do you conduct risk assessments associated with data governance requirements at least once a year?

Are your technical, business, and executive managers involved in maintaining compliance of security policies, procedures, and standards for both themselves and their employees in the organization?

Do you review your Information Security Management Program (ISMP) at least once a year?

Do you perform occasional risk assessments when the organization engages in a precarious activity?

Does your organization keep an up-to-date risk register that documents all the existing risks the organization foresees?

Do you regularly perform due diligence testing of your security controls against your processes to ensure the controls are working effectively as designed?

Upon termination of contract or business relationship, are employees and contractors informed of their obligations for returning organizationally-owned assets?

Do you have asset return procedures outlining how assets should be returned within an established period?

Are there procedures and guidelines account for timely revocation of access for terminated employees and contractors?

Do you provide a formal, role-based, security awareness training for cloud-related access, data management and handling for all persons with access to tenant data?

Are there policies and procedures to ensure that unattended workspaces do not have openly visible (e.g., on a desktop) sensitive documents?

Do you restrict, log, and monitor access to your information security management systems (e.g., hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)?

Do you monitor and log privileged access (e.g., administrator level) to information security management systems?

Do you have controls in place ensuring timely removal of systems access that is no longer required for business purposes?

Do you have procedures and technical measures in place for user account entitlement de-/provisioning based on the rule of least privilege and their roles?

Do you manage and store the user identity of all personnel who have network access, IT platforms, and including their level of access?

Are controls in place to prevent unauthorized access to your application, program, or object source code, and assure it is restricted to authorized personnel only?

Are controls in place to prevent unauthorized access to tenant application, program, or object source code, and assure it is restricted to authorized personnel only?

Are preventive, detective corrective compensating controls in place to mitigate impacts of unauthorized or inappropriate access?

Do you have a strong access provisioning procedure of a user's access authorization determined by their contract or agreement, change of employment or job function, or transfer of department within the organization?

Do you support use of, or integration with IAM (Identity and Access Management) solutions at your

Do you support identity federation standards (e.g., SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?

Do you provide strong (multifactor) authentication options (e.g., digital certs, tokens, biometrics, etc.) for user access?

Do you support password (e.g., minimum length, age, history, complexity) and account lockout (e.g., lockout threshold, lockout duration) policy enforcement?

Are file integrity (host) and network intrusion detection (IDS) tools implemented to help facilitate timely detection, investigation by root cause analysis, and response to incidents?

Do you enable IPS and IDS capabilities to on your perimeter firewall to prevent DDoS, malware, botnet coming from your in-bound WAN environment?

Do you have a refined firewall policy that only permits explicitly allowed traffic via source / destination IP and port /protocol?

Do you have a documented firewall management policy (general data traffic policies, perimeter architecture, rulesets authorization, etc.) ?

Do you log and alert any changes made to virtual machine images regardless of their running state (e.g., dormant, off or running)?

Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the build/configuration of the virtual machine?

Do you encrypt data-in-transit through secured tunnels via IPSec, TLS, SSL, etc.?

Do security vulnerability assessment tools or services accommodate the virtualization technologies being used (e.g., virtualization aware)?
Do you regularly update network architecture diagrams that include data flows between security domains/zones?
Are operating systems hardened to provide only the necessary ports, protocols, and services to meet business needs using technical controls as part of their baseline build standard or template for laptops, workstations, and servers?
Do you logically and physically segregate production and non-production environments?
Are system and network environments protected by a firewall or virtual firewall to ensure business and customer security requirements?
Do you provide secured VPN connections with MFA for your users and vendors?
Are system and network environments protected by a firewall or virtual firewall to ensure compliance with legal, regulatory and contractual requirements?
Have you implemented the necessary measures for the appropriate isolation and segmentation of tenants' access to infrastructure system and network components, in adherence to established policies, legal, statutory, and regulatory compliance obligations?
Do you review your firewall rules and settings at least on an annual basis?
Do you have the ability to logically segment customer data such that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?
Are policies and procedures established and mechanisms implemented to ensure security settings are enabled with strong encryption for authentication and transmission, replacing vendor default settings?
Are policies and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue) network devices for a timely disconnect from the network?
Do you implement technical measures and apply defense-in-depth techniques (e.g., deep packet analysis, traffic throttling and black-holing) for detection and timely response to network-based attacks associated with anomalous ingress or egress traffic patterns (e.g., MAC spoofing and ARP poisoning attacks) and/or distributed denial-of-service (DDoS) attacks?
Do you publish a list of all APIs available in the service and indicate which are standard and which are customized?
Do you provide policies and procedures (i.e. service level agreements) governing the use of APIs for interoperability between your service and third-party applications?
Is data import, data export, and service management be conducted over secure (e.g., non-clear text and authenticated), industry accepted standardized network protocols?

Does your BYOD policy and training clearly state which applications and applications stores are approved for use on BYOD devices?

Do you maintain an inventory of all mobile devices storing and accessing company data which includes device status (e.g., operating system and patch levels, lost or decommissioned, device assignee)?

Does your mobile device policy require the use of encryption for either the entire device or for data identified as sensitive enforceable through technology controls for all mobile devices?

Does your mobile device policy prohibit the circumvention of built-in security controls on mobile devices (e.g., jailbreaking or rooting)?

Does the BYOD policy clearly state the expectations over the loss of non-company data in case a wipe of the device is required?

Do you have password policies for enterprise issued mobile devices and/or BYOD mobile devices?

Are your password policies enforced through technical controls (i.e. MDM)?

Do you have a procedure that prohibits the changing of authentication or setting via a mobile device?

Do you have a documented security incident response plan?

Do you test your security incident response plans on a yearly basis?

Does your incident response plan comply with industry standards?

Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas?

Do you have a responsible Security Incident Response Team that handles and response to threat alerts?

Do you monitor and quantify the types, volumes, and impacts on all information security incidents?

Are important security logs retained for forensic investigation post threat incident if needed?

Do you make security incident information available to all affected customers and providers promptly when an event has occurred?

Do you select and monitor outsourced providers in compliance with laws in the country where the data is processed, stored, and transmitted?

Do you select and mandate outsourced providers to ensure that they are in compliance with applicable security standards?
Do you ensure that your third-party vendors include provision for the security and protection of information and assets?
Do you have the capability to recover data for a specific customer in the case of a failure or data loss?
Do you have the capability to restrict the storage of customer data to specific countries or geographic locations?
Can you provide the physical location/geography of storage of a tenant's data upon request?
Are systems in place to monitor breaches and notify expeditiously if the event may have impacted the tenant's data?
Do you have anti-malware programs that support or connect to your cloud service offerings installed on all of your IT infrastructure network and systems components?
Do you ensure that security threat detection systems using signatures, lists, or behavioral patterns are updated across all infrastructure components as prescribed by industry best practices?
Do you conduct network-layer vulnerability scans regularly as prescribed by industry best practices?
Do you conduct application-layer vulnerability scans regularly as prescribed by industry best practices?
Do you conduct local operating system-layer vulnerability scans regularly as prescribed by industry best
Do you have a capability to patch vulnerabilities across all of your computing devices, applications, and systems?
Do you inform customers (tenant) of policies and procedures and identified weaknesses if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control?

AIRE (SaaS Application Vendors)

Assessment Answers			
Yes	No	Not Applicable	Explain

RFP #20-xxx, Document Management System
APPENDIX A-2, COST PROPOSAL TEMPLATE
 For Cost Proposal - Exhibit "B"

Proposer Name:

Project Costs Summary Sheet			
Description	Total Hours (if applicable)	Total One-Time Costs	5-Year Annual Maintenance Fee
Application Module Licensing Fees		\$ -	\$ -
Implementation Services	-	\$ -	
Data Conversion	-	\$ -	
3rd Party Products		\$ -	\$ -
TOTAL PROJECT COSTS NOT-TO-EXCEED	-	\$ -	\$ -
Optional Offerings	-	\$ -	

Tab 3 - Implementation Services Price Sheet

**RFP #20-xxx, Document Management System
APPENDIX A-2, COST PROPOSAL TEMPLATE
For Cost Proposal - Exhibit "B"**

Proposer Name:

Proposed Software System				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Installation (Production)	-	\$ -	\$ -	
System Integration of Software/Applications	-	\$ -	\$ -	
Customizations, Modifications	-	\$ -	\$ -	
Project Management	-	\$ -	\$ -	
System Acceptance Testing	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
Documentation	-	\$ -	\$ -	
Out of Pocket Expenses (Travel, Per Diem, etc.)	-	\$ -	\$ -	*Not to Exceed \$XXXX
Installation (Test)	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - Software System	-	\$ -	\$ -	

Other				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Installation	-	\$ -	\$ -	
System Integration of Software/Applications	-	\$ -	\$ -	
Customizations, Modifications	-	\$ -	\$ -	
Project Management	-	\$ -	\$ -	
System Acceptance Testing	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
Documentation	-	\$ -	\$ -	
Out of Pocket Expenses (Travel, Per Diem, etc.)	-	\$ -	\$ -	*Not to Exceed \$XXXX
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - Other	-	\$ -	\$ -	

Total - Implementation Services				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Installation	-	\$ -	\$ -	
System Integration of Software/Applications	-	\$ -	\$ -	
Customizations, Modifications	-	\$ -	\$ -	
Project Management	-	\$ -	\$ -	
System Acceptance Testing	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
Documentation	-	\$ -	\$ -	
Out of Pocket Expenses (Travel, Per Diem, etc.)	-	\$ -	\$ -	*Not to Exceed \$XXXX
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Total - Implementation Services	-	\$ -	\$ -	

RFP #20-xxx, Document Management System
APPENDIX A-2, COST PROPOSAL TEMPLATE
 For Cost Proposal - Exhibit "B"

Proposer Name:

Category	Hours / Module	Rate	Conversion Fee	Conversion Assumptions*
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Total - Conversion	-		\$ -	

*Please detail costing for 'Full Conversion' and for 'Recommended Conversion' of Data

Tab 5 - 3rd Party Product Price Sheet

**RFP #20-xxx, Document Management System
APPENDIX A-2, COST PROPOSAL TEMPLATE
For Cost Proposal - Exhibit "B"**

Proposer Name:

3rd Party Product Description <i>If Applicable, include Hardware Requirements (e.g. servers, workstations, other equipment)</i>	# of Licenses (if applicable)	Annual Maintenance Fee (if applicable)						Vendor Notes and/or Assumptions
		One-Time Cost	Year 1	Year 2	Year 3	Year 4	Year 5	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total - 3rd Party Products		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Tab 6 - Optional Offerings Price Sheet

RFP #20-xxx, Document Management System
APPENDIX A-2, COST PROPOSAL TEMPLATE

For Cost Proposal - Exhibit "B"

Proposer Name:

Product/Solution/Service Description	Hours	Rate	Cost	Notes / Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Total - Optional Offerings	-		\$ -	

Tab 7 - Professional Services Rate Price Sheet

RFP #20-xxx, Document Management System
APPENDIX A-2, COST PROPOSAL TEMPLATE
For Cost Proposal - Exhibit "B"

Proposer Name:

Resource Category	Hourly Rate	Notes / Assumptions
Project Manager	\$ -	
Trainer	\$ -	
Data Conversion	\$ -	
Programmer	\$ -	
Business/Systems Analyst	\$ -	
Change Manager	\$ -	
Other: (describe)	\$ -	
Other: (describe)	\$ -	
Other: (describe)	\$ -	
Other: (describe)	\$ -	
Other: (describe)	\$ -	

Question and Answers for Bid #RFP 24-004 - DOCUMENT MANAGEMENT SYSTEM (DMS)

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Aug 10, 2023 3:00:00 PM PDT