SECRETARY OF STATE
INFORMATION SYSTEMS DIVISION

ELECTRONIC RECORDS MANAGEMENT SYSTEM
(ERMS)

REQUEST FOR PROPOSAL
RFP# 165-1018-07

NOVEMBER 15, 2007

SINGLE POINT OF CONTACT (SPOC):
Mickey Kemper, CPPB (alternate: Rob Rickard, CPPO, OPBC)
Business Services Division
255 Capitol Street NE, Suite 180
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(503) 986-2244

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Business Services Division,
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By October 16, 2007, at 2:00 PM

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I. INTRODUCTORY STATEMENT

The Office of Secretary of State (the Secretary) is one of three constitutional offices established at statehood. The Secretary is the author of public accounts, chief elections officer and manager of the state's records. This role includes preserving official acts of the Legislative Assembly and the executive branch.

The Secretary is seeking proposals from qualified Proposers to provide an Electronic Records Management System (ERMS) that consists of an integrated records management and document management tool set. The Secretary expects to select one or more software tools to be made available on all desktops within the agency. As a result of this initiative, all Secretary's Staff will have the ability to manage electronic and physical documents and records in a consistent manner from their desktops.

A. BACKGROUND

There are eight divisions that make up the Secretary of State: Archives, Audits, Corporation, Elections, Executive Office, Business Services, Information Services and Human Resources.

The Archives Division houses and provides access to the permanently valuable records of state government, and provides storage for inactive state agency records through the State Records Center. The Division also provides records management advice to state agencies and political subdivisions, and files, codifies and publishes state agency administrative rules and the Oregon Blue Book.

The Audits Division is the only independent auditing organization in the state with authority to review programs of agencies in all three branches (executive, legislative and judicial) of state government. The Audits Division conducts financial and financially related audits of state agencies as well as performance audits, information technology audits, and investigations of fraud and waste.

The Corporation Division keeps public record of businesses authorized to transact business in Oregon, nonprofit corporations, and trade and service marks. Other public business records include notices of security interests in moveable and personal property, statutory liens and warrants. The Corporation Division also regulates Oregon public notaries.

The Elections Division is responsible for interpreting and applying state election laws, supervises all elections, local and statewide.

The Executive Office includes the positions of Secretary of State, Deputy Secretary of State and provides the oversight and Policy administration for all Divisions within Secretary of State. The Secretary of State is also a member of the State Land Board, the secretary shares responsibility with the governor and state treasurer in supervising the management of state-owned lands.

The remaining three divisions are support groups to the agency divisions.

Business Services Division provides all procurement for the agency including professional services contracting, accounting, asset management, and mail room services.

Information Services Division provides technology management services for the agency enterprise applications and architecture as well as desktop and helpdesk support. Additional services include application maintenance, development and project management services to the agency divisions.

Human Resources Division includes payroll, personnel management, recruitment, agency training, and professional development for agency personnel.

The completion date for this initiative is April of 2009.

Legislation and Sourcing: The Archives Division has been granted the funding to pursue the procurement of an ERMS application that will assist the staff of Secretary of State Divisions with all their Records Management activities. The funding was provided for the 2007 – 2009 Biennium and our intent is to implement within all divisions of the Secretary of State by spring of 2009.

The Legislature has also defined the Records Management Policies within the ORS 192.005 to 192.190.

Oregon State Government has organized an ERMS CoP group that is managed by the Department of Administrative Services and reports to the State CIO Council on matters pertaining to ERMS initiatives. The State Archivist, Mary Beth Herkert is the Chair for this group and Paula Newsome is the Project Manager.

This group is chartered with defining common Terminology and Standards for the State as future ERMS initiatives more forward. The ERMS CoP has recommended to CIO council that the design standards developed as DoD5015 be accepted as our state standard for all ERMS initiatives.

Design criteria standards for Electronic Records Management Software Applications (DOD5015)
http://jitc.fhu.disa.mil/recmgt/p50152s2.doc

As the ERMS solution is implemented within Secretary of State, the Archives Division will be looking at the 2009 – 2011 Biennium for pursuing a state wide solution for storage of Electronic Records, much like the current Records Center is for hard copy storage.

B. NATURE OF WORK

The Secretary wishes to significantly improve its capability to manage the document and records in its possession. A key objective is to establish an infrastructure for effectively managing all agency records – i.e., an infrastructure that builds upon existing standards and processes for managing physical records and incorporates requirements for electronic documents and records. A critical step to being able to do this is the selection of appropriate software that can be made available on all desktops.

The vision of the Oregon State Archivist is that:

> ***The Secretary of State will be able to effectively manage all of its documents and records in a consistent, logical manner, from creation to final disposition, using a common set of tools, standards and policies. Our implementation will become the example for other state agencies to follow.***

This RFP focuses on Records Management (RM) functional requirements. The key objectives of this RFP are to provide an Electronic Records Management System (ERMS) that can be used across the agency.

The Secretary of State has a need for a system that is robust and scalable – the system will ultimately be deployed to all staff desktops to provide a unified tool set for managing electronic and physical records. For the purpose of evaluating this RFP, 220+ desktops will be the estimated number of desktops on which the software may be installed. The actual number may be less.

The initial priority of the agency is to manage its electronic documents and records, beginning with those created in the Microsoft Office suite of products and our agency mail product; Novell GroupWise. The ERMS selected will also be expected to handle other types of files as the product use is extended. These would include CAD and other drawings, maps, photography, scanned images, sound and movie formats, web pages as well as physical documents. Any solution adopted as a result of this RFP will have to work within the Secretary of State technical environment and may need to integrate within existing agency systems. The ERMS chosen for the Secretary of State will be required to schedule records using the agency standard system for classification, retention and disposition, using the Secretary of State's Records Retention Schedule and Oregon Administrative Rule 166.300 and other approved records schedules.

The central license custodian will be the Information Services Division (ISD) for the Secretary of State.

This engagement will include:

- An ERMS software solution and appropriate licensing;
- Professional services to install and configure the software within the agency's architecture;
- Professional services for any ERMS software customization to meet the agency's detailed requirements;
- Professional services for implementation of ERMS software for each Division within the agency that will include project management and training;
- Ongoing support and maintenance agreement for ERMS software.

For additional information, see Appendix D.

C. ENGAGEMENT

The Contract Officer is Mickey Kemper, CPPB (503) 986-2244. Contract administration is the monitoring of all terms of the contract. This includes record management, obtaining Certificates of Insurance and bond documents, contract execution, verifying accuracy of invoices for payment and retainage amounts; and executing extensions, renewals, amendments and cancellations.

The Secretary's Application Development Manager, Greg Heithaus is responsible for monitoring of the Contractor's performance. This includes documenting and maintaining accurate and sufficient records on performance; communicating with the Contractor and the Contract Administrator; and developing the resolution process for issues and concerns.

The Project Manager for the ERMS Project is Heather Myers-Falk. Project management will include day-to-day responsibility for planning, scheduling meetings between Contractor and Secretary Staff, organizing Secretary Resources, monitoring progress and taking corrective actions as needed to achieve the goals of the ERMS Project.

The project manager will also be responsible for evaluating Contractor's performance. This includes documenting and maintaining accurate and sufficient records on performance; communicating with the Contractor and the Contract Administrator; and developing the resolution process for issues and concerns.

D. ORGANIZATION OF RFP

The RFP is organized as follows:

Part I - Introductory Statement. Part I of the RFP contains overview information concerning the RFP requirements.

Part II – Terms and Conditions For Request For Proposals For Contract. Part II instructs Proposers on the requirements for responding to this procurement, including the RFP schedule, terms and conditions, and evaluation of proposals.

Part III - Contractual Provisions. Part III presents the provisions that will form the resulting Contract between the successful Proposer and the Secretary.

II. TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS

A. INTRODUCTION

For purposes of this Section II of the RFP, references to "the Secretary" include both the Information Systems Division and Business Services Division.

Special care should be taken by the proposer in responding to this request, as the proposal document submitted by the proposer in response to this RFP will be incorporated into the final contract between the Secretary and the Contractor.

This RFP is intended to provide Proposers with the opportunity to present their qualifications and approaches clearly and succinctly while providing the Secretary with comparable information from each Proposer. Therefore, it should be possible to fully present the proposed solution by briefly answering the proposal issues IN THE FORMAT PROVIDED IN SECTION II.D, and including any other descriptive material deemed beneficial.

B. TIMELINE

PROPOSED SCHEDULE

RFP Release:	November 15, 2007
Voluntary Pre-Proposal Conference	November 29, 2007
Protest of Technical or Contractual Requirements Due:	December 6, 2007
Respond to Protests:	December 10, 2007
Proposals Due/Closing:	December 12, 2007
Competitive Range Established:	December 18, 2007
Protest of Competitive Range Due:	December 24, 2007
Presentations:	January 2 - 4, 2008
Notification of Apparent Successful Proposer:	January 7, 2008
Post-Selection Review Period Ends:	January 14, 2008
Respond to Award Protests by:	January 21, 2008
Contract Execution	

The Secretary of State, at its sole discretion, may revise these dates.

C. GENERAL PROPOSAL INFORMATION

The Secretary reserves the right, in its sole discretion: (1) to amend the RFP, including but not limited to, awarding a portion of the original requested services; (2) to extend the deadline for submitting proposals; (3) to decide whether a proposal does or does not substantially comply with the requirements of this RFP; (4) to waive any minor irregularity, informality, or nonconformance with this RFP; (5) to obtain from and provide to other public agencies, upon request, references regarding the proposer's contract performance; (6) to purchase the successful Proposer's recommended COTS Software off the U.S. Government Services Administration (GSA) Schedule 70 (if available), if the COTS Software prices, terms or conditions are more favorable to the Secretary than the successful Proposer's, while purchasing the successful Proposer's services from this RFP, and (7) at any time prior to contract execution (including after announcement of the

apparent awardee) to exercise the Secretary's authority under ORS 279B.100, including: (a) to reject any proposal that fails to substantially comply with all prescribed RFP procedures and requirements; and (b) to reject all proposals received and cancel this RFP upon a finding by the Secretary that there is good cause therefore and that such cancellation would be in the best interests of the Secretary as determined by the Secretary. **ALL PROPOSERS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE SECRETARY OF STATE IS NOT OBLIGATED THEREBY TO AWARD A CONTRACT TO ANY PROPOSER AND, FURTHER, HAS ABSOLUTELY NO FINANCIAL OBLIGATION TO ANY PROPOSER. IN ADDITION, EACH PROPOSER UNDERSTANDS AND AGREES THAT THE SECRETARY OF STATE SHALL UNDER NO CIRCUMSTANCES BE RESPONSIBLE FOR ANY COSTS AND EXPENSES INCURRED IN SUBMITTING A RESPONSE TO THIS RFP; EACH PROPOSER WHO RESPONDS TO THIS RFP DOES SO SOLELY AT THE PROPOSER'S COST AND EXPENSE.**

1. PROTEST OF REQUIREMENTS

Protests of the procurement process or the RFP shall be in writing and delivered by **2:00 p.m., PST, on December 6, 2007,** to:

Mickey Kemper, CPPB (alternate: Rob Rickard, CPPO, OPBC)
Business Services Division
255 Capitol Street NE, Suite 180
Salem, OR, 97310-1342

Protests shall follow the process and contain the requirements prescribed in ORS 279B.405, OAR 137-047-0730 and Section 16 of this RFP. No oral, telegraphic, telephone or facsimile protests will be accepted. Please note **RFP #165-1018-07** on any protests.

The purpose of this requirement is to permit the Secretary to correct, prior to the opening of proposals, technical or contractual requirements that may be unlawful, improvident, or which unjustifiably may restrict competition. This requirement, by permitting corrections prior to the opening of proposals, will eliminate the waste inherent in award protests and in the possible rejection of all proposals. In order to have their complaints considered, Proposers must submit them within the time established in this section. The Secretary will not consider a Proposer's objections to technical or contractual requirements of specifications unless those objections have been timely presented to the Secretary under this Section.

The Secretary will consider all requested changes and, if appropriate, amend the RFP via written addenda.

If there is a written addenda issued, a Proposer may issue a protest against the information contained in that addenda as stated in OAR 137-047-0261(3).

2. ADDENDA

If any part of this RFP is amended prior to proposal due date, addenda shall be provided on the Oregon Procurement Information Network (ORPIN) and to all Proposers who received the initial RFP. Once the proposal due date is past, addenda will be provided to all Proposers who submitted a proposal. The Secretary will not mail notice of addenda, but will publish notice of any addenda on ORPIN. Proposers should frequently check ORPIN until Closing, i.e., at least once weekly until the week of closing and at least once

daily the week of the Closing. Secretary is not responsible for mis-directed or unreceived addenda.

3 VOLUNTARY PRE-PROPOSAL CONFERENCE

A voluntary pre-proposal conference is scheduled as follows:

Date: November 29, 2007
Time: 9:00 AM to 12:00 PM (PDT)
Location: Public Service Building
ISD Conference Room, Suite 103
255 Capitol Street
Salem, OR 97310

Representatives from the Secretary's office will be present and will describe the services desired in detail. There will be time provided for Proposer questions. While the pre-proposal conference is not mandatory, it has been scheduled to provide additional information and clarifications to this RFP. Regardless of statements made at the Pre-Proposal Conference, Proposers are cautioned that Proposal requirements will change only if confirmed by a written Addendum to the RFP issued by the Secretary.

4. PROPOSAL PREPARATION AND SUBMISSION

The following items explain the format requirements for proposal preparation and submission. **The Secretary reserves the right to eliminate from consideration any Contractor proposal received that does not follow this format.**

- Proposals and pricing information shall be prepared by typewriter or in ink and shall be signed in ink by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the proposal.

- AT LEAST ONE COPY OF THE PROPOSAL SUBMITTED BY PROPOSER MUST BEAR AN ORIGINAL SIGNATURE. FAILURE TO SUBMIT A PROPOSAL BEARING AN ORIGINAL SIGNATURE IN INK WILL RESULT IN THE REJECTION OF THE PROPOSAL.

- Ten hard copies of the proposal must be submitted in sealed packages or envelopes. To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP number. Please note that the RFP number assigned to this project is **RFP #165-1018-07.**

- IN ORDER TO EVALUATE EACH PROPOSAL WITHOUT CONSIDERATION OF COST ESTIMATES, THREE COPIES OF THE PRICING INFORMATION MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. IT SHOULD BE CLEARLY MARKED "CONFIDENTIAL--PRICING INFORMATION" AND BE SUBMITTED WITH THE PROPOSAL RESPONSE DOCUMENT. PRICING WILL BE REVIEWED AND SCORED INDEPENDENTLY OF THE TECHNICAL EVALUATION.

- Cover Letter: Proposer must submit a cover letter with original signature, which contains a brief explanation of the features of the proposal. The cover letter must contain a statement accepting all terms and conditions included in **Part III, Contractual Provisions**. The Proposer should include its facsimile number in the cover letter.

- Proposals must be responsive. Non-responsive proposals will not be considered and cannot be supplemented by submissions delivered after the closing time and date of the RFP.

- Proposals must be in English.

- No oral, telegraphic, telephone, facsimile or electronic submissions of proposals will be accepted.

- Provide **one copy** of your response on a CD, **EXCLUDING PRICING INFORMATION**, in MS Word format document. Soft copies submitted by e-mail will not qualify to meet the deadline as only hard, original copies, in quantities specified, printed in ink can satisfy the deadline.

- **Hardcopy proposals and pricing information** must be received by **2:00 p.m., PST, on December 12, 2007**, and time-stamped by the Business Services Division, 255 Capitol St. NE, Suite 180, Salem, OR, 97310. Submission of a proposal after the deadline will result in the rejection of the proposal. Late proposals or modifications will not be considered. The Proposer is responsible for ensuring the Secretary receives its proposal at the required delivery point prior to the Closing. The Proposer accepts all risks of late delivery of mailed proposals or of mis-delivery regardless of fault. Opening of hardcopy proposals will be at 2:00 p.m. on December 12, 2007, at the Oregon Secretary of State, Business Services Division, 255 Capitol Street NE, Suite 180, Salem, OR 97310, in the conference room. Only the names of firms submitting proposals will be read. Specific details of all offers will not be read aloud.

- The proposal must respond to each mandatory item and each desirable item in **Part II.D.** Each response will note the appropriate reference to the item number given in **Part II.D.** Failure to respond in the format given in **Part II.D** may result in rejection of the proposal.

- CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS
  By submitting a signed proposal, Proposer's authorized representative signing the proposal hereby attests or affirms under penalty of perjury: that Proposer, to the best of the authorized representative's knowledge, has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that Proposer is not in violation of any discrimination laws.

5. ALTERNATE PROPOSALS

Proposers may submit more than one proposal. If proposers do submit more than one proposal, each proposal must comply with all requirements of the RFP and must be a complete and separate document.

6. COMMUNICATIONS WITH SECRETARY OF STATE

Proposers shall not contact, directly or indirectly, any Secretary of State employee in regard to this procurement for a period dating from the release of this RFP to the close of contract execution. The only exceptions to this restriction will be:

- The point of contact, Mickey Kemper, CPPB, (alternate: Rob Rickard, CPPO, OPBC) as identified in **Section II.C.16**.

- Individuals identified in writing by the point of contact for this procurement to address a specific procurement related issue. Contact shall be limited to addressing that specific issue.

- Regardless of statements made during any such contact, Proposers are cautioned that Proposal requirements will change only if confirmed by a written Addendum to the RFP issued by the Secretary

  The Secretary reserves the right to eliminate from consideration any Proposer who does not comply with the requirements of this **Section II.C.6.**

7. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

Proposer must include in the Proposal's cover letter a statement accepting all terms and conditions included in **Section III**, **Contract Provisions.** Failure of the selected Proposer to execute a Contract within 30 days, or such time period as is allowed by the Secretary, after notification of award may result in cancellation of the award. This time period may be extended at the option of the Secretary. **The Secretary will reject proposals that require the Secretary's acceptance of modified or alternate agreement provisions. Requests for changes to the contract provisions must follow the process set forth in Section II.C.1. The Secretary of State, in the Secretary's sole discretion, reserves the right to negotiate the Statement of Work and related terms with the successful Proposer. If the Secretary chooses to purchase the COTS Software off of the GSA Schedule 70 rather than through this RFP, the Secretary may revise the software related Contract terms and conditions accordingly. The successful Proposer will continue to warrant the System.**

8. PRICE

All prices, delivery schedules, interest rates, and any other significant factors contained in the proposal shall be valid for 180 days from the proposal closing date, unless otherwise specified in the RFP. The Secretary may request that Proposers extend this time in writing. Prices quoted shall include all costs for work provided under this Contract. Any unspecified costs shall be borne by the Contractor.

9. EVALUATION OF PROPOSALS AND COMPETITIVE RANGE

If a Contract results from this solicitation, the Secretary shall award the Contract to the responsible Proposer, whose proposal the Secretary determines to be the most advantageous to the Secretary taking into account price as well as other considerations including, but not limited to, experience, expertise, suitability for a particular purpose, and Contractor responsibility under ORS 279B.110 and OAR 137-047-0640(1)(c)(F). The following process will be used to aid the Secretary; however it will be at the sole discretion of the Secretary to determine which proposal is the most advantageous to the Secretary.

Proposals will be evaluated by a committee consisting of representatives selected by the Secretary according to a multistep sealed proposal process. The evaluation committee will determine if the proposal approach and strategy meets the mandatory requirements, and the extent to which it meets the desirable features of the RFP. The following process will be used:

a. The technical Proposals will be evaluated for responsiveness to the requirements of this RFP. A responsive proposal is one that complies in all material aspects with the

RFP, and with all prescribed bidding procedures and requirements. If the proposal is unclear, Proposers may be asked to provide written clarification. Those proposals that are not responsive will be rejected.

b. Technical Proposals that meet all mandatory requirements will be evaluated on the desirable features listed in **Part II, Section D**. If required, Proposers may be asked to provide written clarification to the Evaluation Committee. These clarifications may not include new information but must identify where in the original submission the requested information may be found. Points shall be assigned based on their value to the Secretary. Maximum point allocations are contained in **Part II, Section E**.

c. The findings of the Evaluation Committee will be summarized. The summary and award recommendation will be forwarded to the Business Services Division (BSD) for total point calculations and record retention.

d. BSD Purchasing will open price proposals to assure they meet the mandatory requirements. Price proposals are then re-sealed and secured in BSD until the technical points are awarded by the Evaluation Committee as described in **Part II, Section E**. BSD Purchasing will not serve on the Evaluation Committee. Total points awarded to each proposal will then be calculated by BSD and used by the Secretary to aid in determining the competitive range and which proposal is the most advantageous to the Secretary.

e. **Competitive Range Determination:** It is the Secretary's intent to advance up to the <u>three</u> highest scoring proposals into the competitive range. At the Secretary's sole discretion, the Secretary may increase the number of Proposers in the competitive range if the Secretary's evaluation of proposals establishes a natural break in the scores of Proposers indicating a number of Proposers greater than the initial competitive range are closely competitive, or have a reasonable chance of being determined the most advantageous Proposer. At the Secretary's sole discretion, the Secretary may decrease the number of Proposers in the initial competitive range only if the excluded Proposers have no reasonable chance to be the most advantageous Proposer. The Secretary shall provide written notice to all Proposers identifying Proposers in the competitive range.

f. The Proposers in the competitive range will be required to provide an oral presentation and demonstration of their proposed services to the Evaluation Committee. See Part II, D.6 Presentations for details. Product demonstration points shall be assigned based on their value to the Secretary. Maximum point allocations are contained in **Part II, Section E.**

g. At the option of the Secretary, references of the competitive range Proposers may be checked.

10. PROTEST OF COMPETITIVE RANGE

The Evaluation Team will select a competitive range to advance to Oral Presentations and Demonstrations. Following determination of the Competitive Range, all Proposals will be available for public inspection at BSD Purchasing's office. All Proposals are subject to the Oregon Public Records Law. An adversely affected or aggrieved Proposer who elects to submit a written protest of the Secretary's decision to exclude the Proposer from the Competitive Range shall submit their written protest in accordance with OAR 137-047-0720.

Protest of the Competitive Range shall be in writing and delivered by **2:00 p.m., PST, on December 24, 2007**, to:

Mickey Kemper, CPPB (alternate: Rob Rickard, CPPO, OPBC)
Business Services Division
255 Capitol Street NE, Suite 180
Salem, OR 97310-1342

Proposer may not protest Secretary's denial of request to increase the size of the Competitive Range above the number of Proposers to be included as set forth by the Secretary. The Secretary will not consider a protest of exclusion from the Competitive Range submitted after the time period established in this Section of the RFP.

11. NEWS RELEASE

News releases pertaining to this procurement and any resulting contract will be made only with the prior written consent of the Secretary, and then only in coordination with the Secretary.

12. RECYCLED PRODUCTS

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document as required by ORS 279A.125.

13. PUBLIC RECORDS

This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by BSD and made a part of a file or record, which shall be open to public inspection in accordance with ORS 279B.060(5). If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Note that it is not acceptable to label the entire Proposal a trade secret. It is unlikely that a full Proposal would be judicially construed as a trade secret or proprietary matter. Moreover, Proposers are advised that price information submitted in response to an RFP is generally not considered a trade secret under Oregon Public Records Law.

Further, submitted information that is already in the public domain is not protected. The State shall not be liable for disclosure or release of any information when authorized or required by law or court order to do so. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest by clear and convincing evidence requires disclosure in the particular instance" ORS 192.502(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

14. INVESTIGATION OF REFERENCES

The Secretary reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. The Secretary may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation. The Secretary reserves its right to reject any proposal or to reject all proposals at any time prior to the Secretary's execution of a contract.

15. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS

Due to the limited resources of the Secretary, the Secretary generally will not completely review or analyze proposals that on their face fail to comply with the requirements of the RFP or that clearly are not the best proposals, nor will the Secretary generally investigate the references or qualifications of those who submit such proposals. Therefore, neither the return of a proposal, nor acknowledgment that the selection is complete shall operate as a representation by the Secretary that an unsuccessful proposal was or was not complete, sufficient, or lawful in any respect.

16. PROPOSAL SUBMISSION

Ten hard copies and one electronic copy on CD of each proposal is to be submitted not later than **2:00 p.m., PST, on December 12, 2007**, to:

Mickey Kemper, CPPB (alternate: Rob Rickard, CPPO, OPBC)
Oregon Secretary of State
Business Services Division
255 Capitol Street NE, Suite 180
Salem, OR 9731-1342

Any questions relating to this RFP should be directed to Mickey Kemper, at (503) 986-2244 (alternate: Rob Rickard, at (503) 986-2357)

17. AWARD AND PROTEST

Proposers shall be notified in writing of the selection of the apparent successful proper and shall be given seven calendar days to submit a protest of the intent to award. Any protests must be in writing and must be delivered to the Business Services Division, 255 Capitol Street NE, Suite 180, Salem, OR 97310, by 2:00 p.m. on the date noted in Section II.B Timeline for award protests. Protests shall comply with the process and requirements prescribed by ORS 279B.410, OAR 127-047-0740 and OAR 137-047-0261. The Secretary will consider and respond to timely submitted protests. The Secretary's response shall be final.

D. PROPOSER RESPONSE FORMAT

This RFP is intended to provide Proposers with the opportunity to present their qualifications and approach in a clear and succinct format. Therefore, the Proposer should follow the format as stated below by addressing each of the mandatory and desirable items identified and including additional information that is deemed beneficial to the engagement.

Mandatory items are essential to the success of this project. Proposers must respond to all mandatory items to proceed in the RFP process. **Desirable items**, while not mandatory, clearly contribute to the project objectives and points will be given for the Proposer response to these desirable items. Mandatory scored and desirable items are scored based on the scale given in **Part II.E**.

Each response will note the appropriate reference to the item number given in **Part II.D**. The Secretary reserves the right to eliminate from consideration any proposal received which does not follow the format contained in **Part II.D** of this RFP.

TECHNICAL COMPONENTS:

GENERAL REQUIREMENTS

1. PROPOSER BACKGROUND AND FINANCIAL RESPONSIBILITY

MANDATORY ITEMS

The project is seeking software tools from a firm that is both innovative and likely to be around in the long term.

1.1 The proposer must indicate the number of years the company has been in operation. Provide a brief description of the corporation, including history.

Provide a brief description of the company organization by describing the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the proposal evaluation team may reasonably formulate an opinion about the stability and financial strength of the organization.

1.2 Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization, or warrant that no such condition is known to exist. If the Proposer is a national firm, it must disclose the above information for its region and all material judgments and pending or expected litigation on a nation-wide basis.

Provide the following details for each incident identified: what is the basis for the litigation, when was it initiated and by whom, and when might it be concluded? What litigation, of any type, have you been involved in within the last two years? Please list the litigants for each case and the final outcome.

1.3 If the Proposer has had a Contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default is defined as a notice to stop performance due to the Proposer's nonperformance or poor performance, and the issue was either (a) not litigated or (b) litigated and such litigation determined the Proposer to be in default.

Submit full details of all terminations for default experienced by the Proposer during the past five (5) years, including the other party's name, address, and telephone number. Present the Proposer's position on the matter. The Secretary will evaluate the facts and may, at its sole discretion, reject the

Proposer's proposal if the facts discovered indicate that completion of a Contract resulting from this RFP may be jeopardized by selection of the Proposer.

If no such terminations for default have occurred, so indicate.

1.4 The Proposer shall demonstrate its legal capacity to do business in the State of Oregon. Proposer shall identify its registered business name in the State of Oregon. Include your federal tax identification number. Also include the Secretary of State Corporation Division Business Registry number. Provide an explanation if Business Registry in Oregon is not required for your company.

1.5 The Proposer must state if subcontractors will be used. If the Proposer is proposing to use subcontractors, the information listed for requirements 1.1 through 1.5 above must be provided for each subcontractor.

2. PROPOSER EXPERIENCE, QUALIFICATION AND REFERENCES

This section of the Proposer's response provides information about the proposing organization's relevant experience and qualifications. If the proposing organization is planning to subcontract any of this work, the requested information must also be provided for the subcontracting organization.

MANDATORY ITEMS

2.1 Provide a list of three references where you have successfully implemented a similar service as the one being proposed for this RFP. Include the following information for each reference:

- Client Name and overview of business.
- Contact person name, phone number and email address.
- Number of staff involved in client engagement
- Implementation date.
- Statement listing the deliverables and services provided by the engagement.
- Any additional information, which will help the Secretary understand the scope and complexity of the engagement.

The Secretary may use this information for reference checking. The Secretary, at its option, may contact other known Proposer customers for references. The Secretary will attempt to contact such references listed by the Proposer. All references contacted will be asked the same questions related to the work performance. It is the Proposers responsibility to ensure that contact names and phone numbers are correct.

3. STAFF EXPERIENCE AND QUALIFICATIONS

MANDATORY ITEMS

The Proposer shall provide the following:

3.1 Provide a resume for each key individual and alternate proposed for this engagement. Indicate the following information for each person regarding his or her experience that directly relates to the role that the person would fulfill on this engagement:

- Client name and overview of business

- Contact person name, phone number and email address
- Role and services provided
- Personnel submitted by Proposer must have successfully completed at least three engagements using the proposed software tools.

3.2 Statement of acceptance that all personnel provided by Proposer (including all Subcontractor personnel) shall submit to a criminal background check at Secretary's request. Background checks will be performed at the Secretary's expense. The State of Oregon has the right to reject any personnel of Contractor (including Subcontractor personnel) based on the results of personnel's background check.

4. PROPOSED SOFTWARE AND PROPOSERS ABILITY TO EXECUTE

MANDATORY ITEMS

The Proposer shall provide information with regard to the following:

4.1 The software proposed must be able to manage across multiple repositories.

4.2 The software proposed must be scalable to 20,000 + users.

4.3 The software proposed must be integrated with Novell GroupWise and Microsoft Outlook mail systems.

4.4 The software proposed must support and be compatible with our classification and scheduling system.

4.5 The software component of the proposed solution, which will manage electronic records, must be certified against DoD5015.2

4.6 The Proposer should indicate the preferred server technology and indicate the Proposer's percent of installations for that selected server technology and other technologies.

DESIRABLE ITEMS (Scored)

The Proposer's ability to meet requirements and provide a successful product is of critical importance. Please provide detailed information for the following:

4.7 Performance Standards Methodology
Describe the methodology used to develop your internal performance standards, the processes and tools used to monitor and measure your performance against the standards, and the management reporting systems that capture this data.

4.8 Resources
State the number of employees and contractors broken down by their status (employee or independent contractor). Provide the résumé's of the key project members and executives that will be assigned to the project.

4.9 Strategic Relationships
Identify strategic relationships with other related Proposers. State all sub-contractors and outsourced services to be used in providing the Remote Access

System solution. For each major subcontractor provide all of the information described in this section.

4.10 User Groups / ListServs
Do you have a user group? Is your user group independent? Is your user group open to non-customers? List any affiliated or unaffiliated list serves that members of your install base participates.

4.11 Locations
Identify all locations that will be used to support this project and the operations handled from these locations. Indicate which ones are centrally coordinated or wholly owned, franchised or locally controlled.

4.12 Customer Satisfaction
Indicate your present customer satisfaction rating, customer satisfaction criteria and the methodology used to measure your customer satisfaction. Include any relevant third party publication ratings or articles.

5. WORK PLAN

DESIRABLE ITEM (Scored)

For this engagement, the Secretary of State needs the following services:

- Project Management
- Delivery
- Installation
- Configuration
- Testing
- Training
- Support
- Maintenance

In the future, the Secretary will want to integrate existing application with the ERMS and will pursue those services separately.

Describe in detail the approach the Proposer will take to ensure the successful completion of this project.

5.1 Description of the solution proposed (10 page maximum)
Describe your strategy and approach to implementing your proposed ERMS application within our organization based on the constraints that we have for project duration and the number of diverse business units within the Secretary of State.

Please provide a detailed breakdown of tasks, resource effort and duration including Secretary Staff, within your implementation plan. Include any predecessor tasks or dependencies and assumptions with which your plan is based on. Include all deliverables and milestones within your plan.

Describe the critical risk factors you see for this project

Please provide a definition of your customer/technical support levels that include hours of coverage (Pacific Time), response time, escalation process and, in the cost proposal,

price per year for a five-year period. Support agreements will be negotiated at a later time.
Please provide a description of your maintenance services.

Describe your training strategy and provide a sample training plan that you would use for our implementation.

For a list of minimum required Deliverables, see Appendix D, 1.1.3.

6. PRESENTATIONS

Only those Proposers who are in the Competitive Range will be required to do a presentation/demo.

6.1 Qualifying Proposers must provide a 2 hour presentation to the Secretary's Evaluation Team. Information provided in the presentation may be applied to the contract if applicable. The presentation will be followed by a 30-minute question and answer period.

The presentations for this RFP will be completed pursuant to Part II. B Timeline.

7. DETAIL REQUIREMENTS (RECORDS MANAGEMENT) APPENDIX F

The Electronic Records Management System (ERMS) must have the mandatory basic characteristics and capabilities outlined in Appendix F. The ability of the proposed ERMS solution to meet these general requirements and other specific requirements will be evaluated on the basis of the responses given in Appendix F, Sections F.2 - F.11. If the proposed system's COTS Software satisfies a requirement, mark the "meets requirement" check box. For the purposes of Appendix F, "meets" means the proposed system's COTS Software satisfies the requirement out-of-the-box, with configuration, with modification, or with third party software.

Appendix F.2 - F.11 will be scored based on the responses to the following questions. Points will be awarded on the ability of the product to provide functionality out of the box. See Part II.E.7 for the available points.

For each requirement met within Appendix F, describe how the product meets the requirement:

- If the requirement is out-of-the-box, also mark the "out-of-the-box" check box.
- If the requirement is configurable, describe the type of configuration and configuration setting that would meet the requirement.
- If the requirement is met via modification, describe the proposed modification and its impacts on schedule and price.
- If the requirement is met via expansion using third party software, describe the expansion and specify the third party software.

Provide evidence of the ability of the proposed solution to meet the product maturity/currency requirements; E.G.

1. Identify major new release and upgrades for each component over the past 2 years.

2. Identify interfaces and integration achieved over the past 2 years with related applications and technologies.

Attach a description of the ability of the proposed solution to meet the scalability requirements; E.G.,

1. Descriptions of the largest installation and testing done to date, including number and types of servers, number of total users, number of average concurrent users, number of records stored, data size of records stored (in Terabytes), index and metadata size (in Giga or Terabytes), search response time, file access time, Etc,.

The Proposer should indicate to which portal software the proposed document management has been linked.

8. COST COMPONENT

The Secretary requests each Proposer provide detailed pricing for each deliverable listed. Pricing must be fully comprehensive and complete. Additional information and backup detail should be attached as appropriate. The proposals, including price quotations, are firm offers and must remain firm for at least 180 days from date of submission. Proposer is expected to extend this time period while the parties are engaged in negotiations of the contract. All costs must be current. **FOR ALL COST INFORMATION DO NOT SUPPLY COST RANGES BUT HARD NUMBERS.**

ANY PROPOSALS NOT SUBMITTING PRICING INFORMATION IN ACCORDANCE WITH SECTION II.C.7 WILL BE REJECTED.

MANDATORY ITEMS

8.1 Prices must include all of the elements as described in this RFP. All one-time and recurring costs and any underlying assumptions on the part of Proposer must be clearly, conspicuously and fully disclosed.

8.2 Proposer must quote the cost of each product and service included in your proposal separately. Service costs must be in the form of fixed deliverable payments. For each service the Secretary has defined in Item 5. Work Plan, the deliverable must be stated and a cost associated with that service. If you are proposing more than one product or service type, you may also submit a bundled cost in addition to the separate individual costs.

DESIRABLES ITEMS (Scored)

8.3 Proposers shall supply prices for the following:

8.3.1 The estimated cost of any custom integration or functionality that is needed to make the software work as expected;

8.3.2 The estimated cost of any additional components and associated deliverables required by the Secretary (excluding desktop hardware, servers and network components);

8.3.3 Proposer must quote the cost of each deliverable listed in Appendix D.1.1.3 Key Services, Task Requirements and Deliverables.

8.3.4 Proposer must identify any additional deliverables they feel is necessary for this ERMS project and the Proposer must quote cost for each additional deliverable identified.

8.3.5 Licensing costs. These may be a per seat basis, a per server, a per use basis or any other basis the Proposer may wish to offer. Proposer shall specify which license scheme is used. The license costs must be based on a five-year period for the purposes of evaluation. Licenses must allow for multiple server installation where necessary.

INFORMATIONAL

8.4 Proposers shall supply the estimated cost of future services to integrate the ERMS with existing applications not within the scope of this RFP. Such estimate may be provided on a time and materials basis.

PRICE QUOTES WILL BE CONSIDERED BINDING FOR 180 DAYS FROM PROPOSAL DUE DATE AND TIME.

E. PROPOSAL EVALUATION CRITERIA AND PROCESS

The proposals will be evaluated by a committee consisting of representatives selected by the Secretary. The Secretary will evaluate all aspects of a proposed approach via a scoring system designed to be of internal assistance to the members of the evaluation team. A possible **450** points may be accumulated. The evaluation criteria that will be used parallels the Proposer requirements detailed in the preceding **Section II.D.**

The evaluation criteria points are as follows:

TECHNICAL COMPONENTS:

4. PROPOSED SOFTWARE & PROPOSERS ABILITY TO EXECUTE (Part II(D), Item 4)

4.7	Performance Standards Methodology	15
4.8	Resources	25
4.9	Strategic Relationships	20
4.10	User Groups / ListServs	5
4.11	Locations	5
4.12	Customer Satisfaction	30
Total Points		100

5. WORK PLAN (Part II(D), Item 5)

5.1	Work Plan	100
Total Points		100

6. PRESENTATION (Part II(D), Item 6)

6.1	Presentations	50

	Total Points	50

7. DETAIL REQUIREMENTS (RECORDS MANAGEMENT) APPENDIX F (Part II(D), Item 7)

F.2	Record Creation and Use	10
F.3	Scheduling Management	10
F.4	Preservation and ongoing access	10
F.5	Security	10
F.6	Printing and Reports	10
F.7	Administrative Functions	10
F.8	Document Management	10
F.9	Other Functionality	10
F.10	General Requirements	10
F.11	Technical Requirements	10
	Total Points	100

TOTAL TECHNICAL POINTS: 350

8. COST COMPONENT (Section II (D), Item 8 and Attachment A):

COST COMPONENT

TOTAL COST POINTS: 100

The lowest Proposer for the total cost of the project will receive 100% or 100 points. Other Proposer's points will be calculated by dividing the lowest cost proposal by their cost proposal and applying that percentage to the 100 point maximum.

Example: Proposer A bids $70,000. Proposer B bids $100,000. Proposer A receives 100% or 100 points for the cost component. Proposer B's points are determined by dividing the lowest cost proposal by their cost proposal, e.g., 70,000/100,000. Proposer B receives 70% or 70 points.

III. CONTRACT PROVISIONS

Note: The contractual provisions listed below will become the contract document upon the award of any solicitation issued as a result of this RFP. The blank spaces contained in this section will be filled in with the appropriate information prior to contract execution.

STATE OF OREGON
INFORMATION TECHNOLOGY SERVICES AGREEMENT

This Information Technology Services Agreement (this "Contract") is entered into by and between the State of Oregon acting by and through its Secretary of State ("Agency"), and_____, and _____ corporation ("Contractor") and is effective as of the Effective Date (defined below).

RECITALS

A. Agency desires to engage Contractor to provide **an Electronic Records Management System and related services** (the "Services" as defined below) to enable Agency to achieve specific business and Agency mission objectives defined in this Contract, including implementation and testing of the System (as defined below).

B. Contractor is the successful proposer in connection with the RFP (defined below).

C. Contractor desires to perform the Services for Agency.

AGREEMENT

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, Agency and Contractor agree as follows:

I. **DEFINITIONS**.

"Authorized Representative" means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Contractor's Authorized Representative is the person so identified in Exhibit F. Agency's Authorized Representative is the person so identified in Exhibit G.

"Confidential Information" is defined in Section 8.1.

"Contract" means all terms and conditions herein and all Exhibits attached hereto.

"Contractor Intellectual Property" means any intellectual property, other than COTS Software, that is owned by Contractor and developed independently from the Services.

"COTS Software" means commercial off-the-shelf software that Contractor delivers to Agency pursuant to the Statement of Work.

"Deliverables" means all items that Contractor is required to deliver to Agency under this Contract, including Developments.

"Delivery Schedule" means the schedule set forth in the Statement of Work that includes the completion date of each Milestone and the delivery date for each Deliverable.

"Developments" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor (either alone or with others) pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Developments shall not include any COTS Software, Third Party Intellectual Property or Contractor Intellectual Property.

"Documentation" means all documents, including documents that are Deliverables described in the Statement of Work and includes, but is not limited to, any and all operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with and for the operation of the System and its components that are to be delivered by Contractor under this Contract.

"DOJ" means the State of Oregon acting through its Department of Justice.

"Effective Date" means the date on which this Contract is fully executed and approved in accordance with applicable laws, rules and regulations.

"Final Acceptance" is defined in Section 2.5.

"Intellectual Property Rights" is defined in Section 11.2.

"Key Persons" means Contractor's Authorized Representative, the Project Manager and all other Contractor personnel designated as key persons in Exhibit F.

"Maximum Not-To-Exceed Compensation" is defined in Section 6.1.

"Milestone" means a specific group of tasks or Deliverables identified as a Milestone in the Statement of Work.

"Operating Environment" means the hardware, programming languages, software, including, but not limited to, operating system software, the system architecture and firmware necessary for the System to operate in accordance with its specifications.

"Project Manager" means Contractor's representative who manages the processes and coordinates the Services with Agency's Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Contractor's Project Manager is the person so identified in Exhibit F.

"Proposal" means Contractor's proposal in response to the RFP, which is attached hereto as Exhibit C.

"RFP" means the Request for Proposal attached hereto as Exhibit B.

"Schedule of Deliverables" means a document that describes each Deliverable, measurable attributes of each Deliverable, Milestones with identification of the Services activities that are associated with them, and a planned completion date for each Milestone and Deliverable.

"Services" means all services to be performed under this Contract.

"Services Retention Amount" is defined in Section 6.3.1.

"Software Retention Amount" is defined in Section 6.3.2.

"Statement of Work" means the Schedule of Deliverables, the payment schedule, and any other items as agreed by the parties, all attached hereto as Exhibit A.

"System" means the sum total of the Developments, the Contractor Intellectual Property, the Third Party Intellectual Property, the COTS Software and the Hardware described in the Statement of Work that comprise the information system that Contractor will develop and implement under this Contract.

"Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Contractor.

"Warranty Period" means the period that begins on the date of Final Acceptance, and ends [60] calendar days after the date of Final Acceptance.

II. **SCOPE OF SERVICES.**

2. Performance and Delivery.

2.1 Performance and Delivery. Contractor shall perform the Services as set forth in the Statement of Work, in accordance with the Delivery Schedule and the standards and methodologies set forth in the Statement of Work.

2.2 Responsibilities of Agency. If this Contract requires Agency to provide any goods or services, and Agency fails to provide the requisite quality or quantity of such goods or services, or fails to provide such goods or services in a timely manner, Contractor's sole remedy shall be an extension of the applicable delivery dates corresponding to the delay caused by Agency's failure.

2.3 Delivery and Review of Deliverables.

2.3.1 Contractor shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Interim delivery dates, both critical and non-critical, are set forth in the Statement of Work and are subject to Agency performing its responsibilities in a timely manner.

2.3.2 Contractor shall provide written notice to Agency upon delivery of a completed Deliverable to Agency. By no later than (i) 15 days after receipt of such notice, or (ii) the date set forth in the Delivery Schedule for Agency's review, Agency shall determine whether the Deliverable meets the specifications and performance standards set forth in the Statement of Work. With respect to any Deliverables that are susceptible to acceptance testing, Agency shall conduct interim acceptance testing as set forth in Section 2.4.1. If Agency determines that the Deliverable meets the specifications and performance standards, Agency shall notify Contractor of Agency's acceptance.

2.3.3 If the Agency determines that a Deliverable does not meet the specifications or performance standards, Agency shall notify Contractor in writing of Agency's rejection of the Deliverable, and describe in reasonable detail in such notice the Agency's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a 15-day period, modify or improve the Deliverable at Contractor's sole expense to ensure that the Deliverable meets such specifications or performance standards, and notify the Agency in writing that it has completed such modifications or improvements and re-tender the Deliverable to Agency. Agency shall thereafter review the modified or improved Deliverable within 15-days of receipt of the Contractor's delivery of the Deliverable. Failure of the Deliverable to meet the

specifications and performance standards after the second set of acceptance tests shall constitute a default by Contractor. Upon such default, Agency may either (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this section 2.3.3, or (ii) notify Contractor of such default and instruct Contractor to cease work on the Deliverable, in which case Contractor shall refund to Agency all amounts paid by Agency related to such Deliverable. Such refund shall be in addition to, and not in lieu of, any other remedies Agency may have for Contractor's default.

2.4 Acceptance Testing.

2.4.1 Interim Acceptance Testing. In the event the Statement of Work contemplates acceptance testing of any Deliverable prior to the delivery of the complete System for acceptance testing as set forth in this Section 2.4, Agency and Contractor shall conduct such interim acceptance testing as set forth in the Statement of Work. Notwithstanding the preceding sentence, however, when the complete System is delivered, the provisions of Sections 2.4.2, 2.4.3 and 2.5 will be applicable to the Agency's acceptance testing of the entire System, and Agency's acceptance of a Deliverable pursuant to any interim acceptance testing as set forth in the Statement of Work shall not be construed as a waiver by the Agency of its right to decline to accept the System if the System fails System acceptance testing as set forth in this Section 2.4.

2.4.2 Initial System Testing. Upon completion of the System, Contractor shall install the System in the Operating Environment at the location set forth in Exhibit A. Agency will test the entire System by using it in off-line parallel processing of Agency' operational data in order to determine if it meets the specifications and requirements set forth in this Contract. If the System fails to conform to or perform in accordance with those requirements, Agency will notify Contractor, in writing, specifying the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failure within ten (10) business days from the date of receipt of Agency' notice or such date as Agency shall specify in its notice, and shall resubmit the corrected System to Agency for retesting in accordance with this Section 2.4.2, all at no additional charge to Agency.

2.4.3 Acceptance Period. Upon completion of Initial System Testing, Agency shall use the System for the transformation and processing of System data in a live production environment for a minimum period of ninety (90) days. At the end of such ninety (90) day period, there shall be no known unresolved or uncorrected program errors, as communicated in writing from Agency to Contractor. For the purpose of this Section 2.4.3, "unresolved or uncorrected program errors" are programming errors that prevent the System from meeting the functional specifications and requirements of this Contract. If the System fails to conform to or perform in accordance with those requirements, Agency will notify Contractor, in writing, specifying in reasonable detail the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failure within five (5) business days from the date of receipt of Agency' notice or such date as Agency shall specify in its notice, and shall resubmit the System to Agency for reevaluation, all at no additional charge to Agency. Thereafter, if the System fails to conform or perform as required, Agency may allow Contractor to continue to correct the System or Agency may declare a material breach of this Contract by Contractor.

2.5 Final Acceptance. "Final Acceptance" of the System will occur when, in the Agency's sole determination, the following events have occurred or conditions exist:

2.5.1 Agency has notified Contractor that all System acceptance tests required pursuant to Section 2.4 have been successfully completed for the System;

2.5.2 All System database inventories and configuration files are complete and operating correctly;

2.5.3 All items of System Documentation are complete, inventoried and accepted by the Agency. Contractor shall provide all text Documentation both in hard copy and in an electronic format approved by Agency;

2.5.4 All documentation, Software, configuration data, and System configuration are complete and are stored and controlled under a configuration management system acceptable to Agency; and

2.5.5 Contractor has delivered all source code and Documentation for the Developments to Agency in accordance with the terms of the Contract.

2.6 Warranty Period; System Maintenance.

2.6.1 Warranty Period. With respect to each notice from Agency to Contractor during the Warranty Period that notifies Contractor that the System or any Deliverable does not meet the warranties or specifications set forth in this Contract, the Contractor shall, at no cost to Agency, promptly:

> A. Repair and correct the System or Deliverable that is not adequately performing regardless of the fact that the Agency may have accepted the System or Deliverable in that condition; and
>
> B. Provide Agency with all new materials with respect to such repaired or corrected System or Deliverable, including but not limited to, new master program disks (or other media acceptable to Agency) and any other new Documentation appropriate to the repair.

During the Warranty Period, Contractor will, at no charge to Agency, furnish such materials and services as shall be necessary to correct any defects in the System and maintain the System in good working order in accordance with the warranties, requirements and response times provided in the Contract.

2.6.2 Long Term Maintenance. Contractor shall provide long term System maintenance and support in accordance with the Maintenance and Support Agreement, Exhibit I.

III. CHANGE CONTROL PROCEDURES.

3.1 Written Change Requests. Either Agency or Contractor may request a change to this Contract, including all Exhibits hereto, by submitting a written change request describing the change requested. Agency's and Contractors' Authorized Representatives will review the written change request and either mutually approve it for further analysis or reject it.

3.2 Analysis of Change Requests; Change Orders. The party to whom the written change request has been submitted, if it has not been rejected pursuant to Section 3.1, shall analyze such change request to determine the effect that the implementation of the change will have on the Statement of Work. If Contractor requests to make changes in its design or implementation of the System to enable the System to meet the requirements of the Statement of Work, such changes will be made at no cost to Agency, unless such changes are due to the failure of Agency or its agents to perform its or their responsibilities in a timely manner. If any change is approved, the party that submitted the request for the change shall prepare a written change order, detailing all modifications to the scope, price, Delivery Schedule or other terms (the "Change Order"). A Change Order at a minimum shall contain the following information:

3.2.1 The date of issuance of the Change Order;

3.2.2 A detailed description of the Services to be performed under the Change Order;

3.2.3 The particular specification or matter set forth in the applicable Statement of Work which will be altered and the precise scope of that alteration;

3.2.4 The cost of the Services to be performed pursuant to the Change Order; and

3.2.5 The cumulative cost of all Change Orders previously issued.

A Change Order shall alter only that portion of the Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Contract. Both parties must sign the Change Order to authorize the Services described therein and incorporate the changes into this Contract. No Services shall be performed pursuant to the Change Order and no payment shall be made on account of the Change Order until the Change Order is fully executed and approved as set forth in Section 19.15.

3.3 Payments. Subject to the foregoing Sections of this Article 3 and performance of the Services, Agency shall pay for Services performed pursuant to a Change Order in accordance with the acceptance and payment procedures set forth in this Contract.

IV. CONTRACTOR'S PERSONNEL.

4.1 Project Manager. Contractor shall designate one of the Key Persons as Project Manager for the Services. The Project Manager shall be familiar with Agency's business operations and objectives, and shall perform the Services in accordance with the warranties set forth in Article IX of this Contract. The Project Manager will participate with Agency in periodic review sessions and will provide at Agency's request detailed progress reports that identify completed tasks and the status of the remaining Services.

4.2 Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Services unless specifically authorized to do so by Agency. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in Article IX of this Contract.

4.3 Key Persons. Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons identified in Exhibit F. Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of the Agency. Further, Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide the Agency with their expertise, experience, judgment, and personal attention, without first obtaining the Agency's prior written consent to such re-assignment or transfer, which Agency shall not unreasonably withhold. Notwithstanding the foregoing, Contractor may replace Key Persons without Agency's consent in the event any Key Persons are no longer available due to death, illness or termination of employment with Contractor. In the event Contractor requests that the Agency approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons due to death, illness or termination of employment with the Contractor, the Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced, and shall perform the Services in accordance with the warranties set forth in Article IX. Any replacement personnel approved by Agency shall thereafter be deemed a Key Person for purposes of this Contract and Exhibit F shall be deemed amended to include such Key

Person. Contractor shall not charge Agency and Agency shall not pay for any proposed replacement Key Person while such replacement acquires the necessary skills and project knowledge to proceed with the Services required hereunder; however, such period of non-charge may not exceed twenty-eight (28) calendar days, but shall last for a minimum of fourteen (14) calendar days, after which time Agency shall pay for such Key Person if Contractor demonstrates to Agency's satisfaction that such replacement has acquired the necessary skills and project knowledge to proceed with the Services required hereunder.

V. TERM.

This Contract shall be effective on the Effective Date, and shall terminate on the later of the expiration of the June 30, 2009, or until Agency fails to pay maintenance and support fees.

VI. PAYMENT.

6.1 Maximum Payment Amount. Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that Agency will pay to Contractor is _____Dollars ($_____) (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which Contractor may request reimbursement under this Contract.

6.2 Payments.

6.2 Payment of Fixed Prices. Subject to the requirements of Sections 6.3 and 6.5 Agency shall pay Contractor for each Deliverable delivered pursuant to the Statement of Work and accepted by Agency the fixed price for that Deliverable set forth in the Statement of Work.

6.2.1 Payment for COTS Software. Subject to Sections 6.3 and 6.5, Agency shall pay Contractor for COTS Software delivered under this Contract upon Final Acceptance, in the amount set forth in the Statement of Work for the COTS Software.

6.3 Retention Amount.

6.3.1 Retention Amount for Services. Agency shall in all events be permitted to hold back an amount (the "Services Retention Amount") of not more than ten percent (10%) of any amount that is payable by Agency to Contractor, other than amounts attributable to the purchase of the license of COTS Software, if any. Agency shall pay the then accrued Services Retention Amount to Contractor within thirty (30) days following Final Acceptance.

6.3.2 Retention Amount for COTS Software. Agency shall in all events be permitted to hold back an amount (the "Software Retention Amount") of not more than ten percent (10%) of any amount payable to Contractor pursuant to Section 6.2 for Hardware and COTS Software. Agency shall pay the accrued Software Retention Amount for the applicable item of COTS Software within 30 days following the conclusion of the Warranty Period.

6.4 Expenses. Agency will not pay any expenses incurred by Contractor during the completion of the Services.

6.5 Invoices. Agency shall pay Contractor not more than once each month upon Contractor's submission of a detailed invoice that sets forth the Services performed and goods accepted by Agency. Such invoices shall comply with the requirements of Sections 6.2, 6.3, and 6.4 and shall describe all goods delivered and all Services performed with particularity and by whom they were performed, including name and job title, reference to the specific activity in the Statement of Work, number of hours spent completing the Services, and shall itemize and explain all expenses for which reimbursement is claimed. Contractor shall request payment only for goods or Services

that represents completion of specific Milestones or Deliverables. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall submit invoices to Agency's Authorized Representative. Agency will have the right to review each such invoice for compliance with the requirements of this Section 6.5 and any other relevant provisions of this Contract. All payments to Contractor are subject to ORS 293.462.

6.6 Limit on Payments. Contractor shall not submit invoices for, and Agency shall not pay, any amount in excess of the Maximum Not-To-Exceed Compensation. If this maximum amount is increased by amendment of this Contract, pursuant to Section 19.15, the amendment must be fully effective before Contractor performs Services or delivers goods subject to the amendment. No payment will be made for any Services performed or goods delivered before the Effective Date or after termination of this Contract, as it may be amended from time to time, in accordance with its terms.

VII. OWNERSHIP AND LICENSE IN DELIVERABLES.

7.1 Original Works.

7.1.1 Each Development created by Contractor as an original work pursuant to the Services, including derivative works and compilations, and whether or not such Development is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Contractor agree that such original works of authorship are "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason an original Development created pursuant to the Services is not "work made for hire," Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Developments created pursuant to the Services, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall immediately disclose to Agency each material new Development, or make such Development known in the course of performing the Services under this Contract, and hereby assigns to Agency, without additional compensation, any and all right, title and interest that Contractor may have or acquires in each such Development, including patent rights. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to original Developments created pursuant to the Services, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7.1.2 In the event that a Development created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Development, and to authorize others to do the same on Agency's behalf.

7.1.3 In the event that a Development created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the Agency's behalf and in the name of the Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Development, and to authorize others to do the same on Agency's behalf.

7.2 Contractor Intellectual Property. In the event that a Deliverable is Contractor Intellectual Property Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-

free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf.

7.3 Third Party Works. In the event that a Deliverable is Third Party Intellectual Property, Contractor shall secure on the Agency's behalf and in the name of the Agency, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

7.4 COTS Software. Agency rights in the COTS Software shall be as set forth in the end user license agreements between Agency and the Licensor of such COTS Software, which are attached hereto as Exhibit H.

7.5 Further Assurances. Contractor shall execute any instruments and do all other things reasonably requested by Agency (both during and after the term of this Contract) in order to vest more fully in Agency any and all ownership rights in those items hereby transferred by Contractor to Agency. In the event Agency is unable, after reasonable effort, to secure Contractor's signature on any copyright registrations or documents or instruments necessary to evidence Agency's ownership rights in, or to evidence the transfer to Agency of ownership rights in, the Developments or other property, for any reason whatsoever, Contractor hereby irrevocably designates and appoints Agency and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection thereon with the same legal force and effect as if executed by Contractor.

7.6 Disputes and Disclosures. In any dispute over ownership rights, Contractor shall have the burden of proving prior or independently developed rights in copyrightable code by clear and convincing proof.

7.7 No Rights. Except expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Nothing in this Contract shall be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

7.8 Competing Services. Subject to the provisions of this Article VII, and Contractor's obligations with respect to Confidential Information, as defined in Article VIII, nothing in this Contract shall preclude or limit in any way the right of Contractor to: (i) provide the services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables Each party shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

7.9 Third Party Software. Contractor shall secure for Agency, in Agency's name, any and all necessary sublicenses, assignments or direct licenses for any Third Party Software, in object code form, to be held by Agency in perpetuity; such sublicenses or direct licenses shall be subject to the same terms and conditions of scope, use and access as Contractor's Intellectual Property. In addition, at no cost to Agency, Contractor shall secure and administer for Agency any and all maintenance agreements for such Third Party Software, which also shall be subject to the same

terms and conditions as maintenance on Contractor's Intellectual Property, and which shall include, but not be limited to, software upgrades.

VIII. CONFIDENTIALITY AND NON-DISCLOSURE.

8.1 Confidential Information. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

8.2 Non-Disclosure. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor agrees that, except as directed by Agency, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Agency's request, Contractor will turn over to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

8.3 Injunctive Relief. Contractor acknowledges that breach of this Article VIII, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

8.4 Background Checks. Contractor's personnel (including all Subcontractor personnel) that will perform the Services under this Contract shall submit to a criminal background check at Agency's request. Background checks will be performed at Agency expense. Agency has the right to reject any personnel of Contractor (including all Subcontractor personnel) or limit any personnel's access to the System based on the results of personnel's background check.

IX. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

9.1 General Representations and Warranties. Contractor represents and warrants to Agency that:

9.1.1 Contractor has the power and authority to enter into and perform this Contract;

9.1.2 This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

9.1.3 Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services;

9.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order.

9.1.5 Contractor's performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Agreement.

9.1.6 The Contractor Data and Tax Certification in the form attached hereto as Exhibit D and the Certification Statement For Independent Contractor in the form attached hereto as Exhibit E, if applicable, are true and accurate as of the Effective Date, and Contractor will notify Agency in writing if any such data or certifications change during the term of this Contract such that the attached Exhibits D or E, if applicable, are no longer true and accurate

9.2 Contractor's Performance Warranties. Contractor represents and warrants to Agency that:

9.2.1 Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the standards prevalent in Contractor's profession.

9.2.2 Through the expiration of the Warranty Period, all Deliverables delivered by Contractor to Agency, and the System as a whole, shall conform to the specifications, capabilities, characteristics, functions and performance standards set forth in this Contract, including the Statement of Work and any Documentation provided by Contractor, shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design.

Contractor specifically represents and warrants that:

(1) the System's computer hardware and software components will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000;
(2) any software products delivered under this Contract that process date or date related data will recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century; and
(3) the System properly exchanges all date and date related data with any hardware or software in the Operating Environment that is used in combination or interfaces with the System;

(4) During the Warranty Period the System shall:
(a) be free from defects of material and workmanship under normal use and remain in good working order;
(b) function in all respects in accordance with specifications set forth in this Contract, including those set forth in the RFP, the Proposal and the Statement of Work; and
(c) enable Agency to meet all applicable federal, state and local laws and regulations;
(5) The System will be developed for use in the Operating Environment; that the Operating Environment is suitable for System operations; and that the installation and operation of the System will not adversely affect the functions or operations of any other hardware or software that interfaces with the System or the Operating Environment.

Contractor's warranties of the System's performance are conditioned upon the proper functioning of the System hardware components.

9.2.3 Except as otherwise provided in this Contract, all Deliverables supplied by Contractor to Agency shall be transferred to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

9.2.4 When used as authorized by this Contract, no Deliverable delivered by Contractor to Agency infringes, nor will Agency's use, duplication, or transfer of such Deliverables infringe, any copyright, patent, trade secret, or other proprietary right of any third party.

9.2.5 Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

9.3 WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE AGENCY'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

X. **LIMITATION OF LIABILITY.**

10.1 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 11.1, (ii) SECTION 11.2, OR (iii) CLAIMS FOR PERSONAL INJURY, INLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THE CONTRACT.

10.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

XI. INDEMNITIES.

11.1 General Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever

resulting from, arising out of, or relating to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that Contractor shall have no obligation to indemnify Agency or the State of Oregon from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Agency or the State of Oregon, and their officers, employees or agents.

11.2 IP Indemnity. In addition to and without limiting the generality of Section 11.1, Contractor expressly agrees to, indemnify, defend and hold the State of Oregon and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or the System or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the Deliverables or the System infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Agency's prior written consent, which Agency shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Agency the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the System continues to function in conformance with the specifications set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and Agency may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable under this section for any claim for infringement based solely on the following:

A. Contractor's compliance with any designs, specifications, or instructions provided by Agency or by a third party acting on Agency's behalf;

B. Agency's modification of the Deliverables or the System other than as set forth in this Contract, the Deliverables' or System's specifications, or without the written permission of Contractor;

C. Use of the Deliverables or the System in a manner other than as provided for in this Contract, their specifications, or as authorized in writing by Contractor;

D. Use of the Deliverables or the System in combination, operation, or use of with other products in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

11.3 Control of Defense and Settlement. Contractor's obligation to indemnify Agency as set forth in Sections 11.1 and 11.2 is conditioned on Agency providing to Contractor prompt notification of any claim or potential claim of which Agency becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 11.1 or Section 11.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

11.4 Damages to State Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the State of Oregon or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract

XII. INSURANCE.

12.1 Workers' Compensation Insurance. All employers, including Contractor, that employ subject Workers who provide Services under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

12.2 Professional Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, professional liability insurance with a combined single limit, or the equivalent, of not less than $500,000, for each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

12.3 General Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, general liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000, for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

12.4 Automobile Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under the Oregon Financial Responsibility Law (ORS 806.060 through ORS 806.115) or $1,000,000.00, whichever is greater, for each accident for bodily injury and property damage, including coverage for the business use of owned, hired or non-owned vehicles, as applicable.

12.5 Additional Insureds. Each of the insurance policies that Contractor obtains pursuant to this Article XII shall provide that the State of Oregon, Agency and their divisions, officers and employees are additional insureds under the policy, but only with respect to the Services that Contractor will provide under this Contract.

12.6 Notice of Cancellation or Change. Contractor shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from Contractor or its insurers to Agency.

12.7 Certificates of Insurance. As evidence of the insurance coverage required under this Contract, Contractor shall furnish acceptable insurance certificates to Agency before commencing the Services and annually thereafter. The certificates shall specify all of the parties who are additional insureds and shall indicate all deductible amounts or retention's for all self insurance. Insuring companies shall be authorized to sell insurance in the State of Oregon. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

XIII. Events of Default.

13.1 Default by Contractor. Contractor shall be in default under this Contract if:

13.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

13.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or

13.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

13.2 Default by Agency. Agency shall be in default under this Contract if:

13.2.1 Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

13.2.2 Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

XIV. Remedies for Default.

14.1 Agency's Remedies. In the event Contractor is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, which include, without limitation:

14.1.1 termination of this Contract under Section 15.2;

14.1.2 withholding all monies due for Services that Contractor is obligated but has failed to perform within thirty (30) days after Agency has notified Contractor of the nature of Contractor's default;

14.1.3 with respect to Hardware and COTS Software for which Agency has paid before Final Acceptance, returning the Hardware and COTS Software to Contractor for which Agency has paid in exchange for a return of all moneys previously paid for such Hardware and COTS Software, and

14.1.4 initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

14.1.5 exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 13.1, the rights

and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 15.1.

14.2 Contractor's Remedies. In the event Agency terminates this Contract as set forth in Section 15.1, or in the event Agency is in default under Section 13.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 15.3, Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed with respect to each Deliverable, up to the not-to-exceed amount for the Deliverable set forth in the Statement of Work; authorized expenses incurred, less previous amounts paid and any claims which Agency has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.2, Contractor shall pay any excess to Agency upon written demand.

XV. Termination.

15.1 Agency's Right to Terminate. Agency may, at its sole discretion, terminate this Contract, as follows:

15.1.1 Agency may terminate this Contract for its convenience upon thirty (30) days' prior written notice to Contractor.

15.1.2 Agency may terminate this Contract if Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's services;

15.1.3 Agency may terminate this Contract if Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Agency is prohibited from paying for such Services from the planned funding source;

15.2 Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract, in whole or in part, immediately upon Contractor's default under Section 13.1.

15.3 Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon Agency's default under Section 13.2

15.4 Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency's property (including without limitation Agency's Confidential Information or any Deliverables for which Agency has made payment in whole or in part) that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time. Any property or Deliverable returned or delivered to Agency pursuant to this Section shall be provided without the warranties set forth in Section 9.2.2, unless, with respect to Deliverables, Agency has accepted the Deliverable pursuant to Section 2.3.

XVI. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

16.1 Perform All Services. Contractor shall perform all Services as an independent contractor. Although Agency reserves the right to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

16.2 Declaration and Certification. Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel who will perform

Services under this Contract, and (ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract. Contractor also declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of Agency, as those terms are used in ORS 30.265.

16.3 Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

XVII. COMPLIANCE WITH APPLICABLE LAW.

17.1 Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

XVIII. DISPUTE RESOLUTION.

18.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 18.1.

18.2 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

XIX. MISCELLANEOUS PROVISIONS.

19.1 Order of Precedence. This Contract consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions of this Contract, less its Exhibits; (b) the Statement of Work, Exhibit A; (c) the RFP, Exhibit B; (d) the Proposal, Exhibit C; and (e) Exhibits D, E, F, G, H and I. The aforementioned Exhibits are by this reference incorporated in the Contract.

19.2 Recycling. Contractor shall, to the maximum extent economically feasible in the performance of the Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg).

19.3 Subcontracts and Assignment. Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without Agency's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of Agency. Agency's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

19.4 Successors and Assigns. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

19.5 No Third-Party Beneficiaries. Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

19.6 Funds Available and Authorized. Contractor shall not be compensated for Services performed under this Contract by any other agency or department of the State of Oregon. Agency believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payment of amounts under this Contract is contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

19.7 Records Maintenance; Access. Contractor shall maintain all financial records and other records relating to its performance under this Contract in accordance with generally accepted accounting principles and in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

19.8 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this

Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon before entering into this Contract.

19.9 Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth in Articles VI, VII,VIII, IX, X, XI, XIV, XV, XVI and XVIII, and Sections 19.1, 19.4, 19.5, 19.7, 19.9, 19.12, 19.13, 19.18, 19.19, 19.20 and 19.21.

19.10 Time Is of the Essence. Contractor agrees that time is of the essence under this Contract.

19.11 Force Majeure. Neither Agency nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19.12 Notices. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to Contractor at the address or number set forth on Exhibit F, and to Agency at the address or number set forth on Exhibit G, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 19.12. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to the Agency Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

19.13 Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

19.14 Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

19.15 Amendments. This Contract may be amended, modified, or supplemented only by a written amendment signed by Agency and Contractor that has been approved by DOJ, if required by applicable law. Any amendment that provides for additional goods or services may only provide for goods or services directly related to the scope of goods and services described in the RFP, and no amendment shall be effective until all requisite signatures and approvals are obtained.

Agency reserves the right to amend, consistent with this Section 19.15, for the following anticipated amendments:

19.15.1 Amendments required as a result of innovations in technology, products, and software that are within the overall scope of the Contract and that would benefit Agency;

19.15.2 Amendments to change the level of support and maintenance services purchased by Agency;
19.15.3 Amendments required as a result of necessary changes in the State's business process that may restructure Agency;
19.15.4 Amendments required as a result of changes in Agency's business needs that require additional upgrades or transfers; and
19.15.5 Amendments to extend the term of support and maintenance.

19.16 Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

19.17 Waiver. The failure of either party to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and, with respect to Agency's waiver or consent all necessary State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

19.18 Headings. The headings in this Contract are included only for convenience and shall not control or affect the meaning or construction of this Contract.

19.19 Integration. This Contract and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

19.20 No Partnership. This Contract is not intended, and shall not be construed, to create a partnership or joint venture between Agency and Contractor. Nothing in this Contract shall be construed to make Agency and Contractor partners or joint venture participants.

19.21 Publicity. Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY AGENCY APPROVALS.

EXHIBIT A

STATEMENT OF WORK

(To be Negotiated Subject to the RFP, particularly Part II.D.5, and the Terms and Conditions of the Information Technology Services Agreement)

EXHIBIT B

THE RFP

EXHIBIT C

CONTRACTOR'S PROPOSAL

EXHIBIT D

CONTRACTOR DATA AND TAX CERTIFICATION

By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

Federal Tax Number _____

Oregon Tax Number _____

Contractor Signature_____ **Date**_____

EXHIBIT E
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a professional corporation.)

A. CONTRACTOR IS INDEPENDENT CONTRACTOR.
Contractor certifies he/she meets the following standards:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.

2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.

3. I will furnish the tools or equipment necessary for the contracted labor or services.

4. I have the authority to hire and fire employees who perform the labor or services.

5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following:)**

A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
C. Telephone listing is used for the business that is separate from the personal residence listing.
D. Labor or services are performed only pursuant to written contracts.
E. Labor or services are performed for two or more different persons within a period of one year.
F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____
_____Date
_____

(Agency completes B below when Contractor completes Section A above.)

B. AGENCY APPROVAL.
ORS 670.600. Independent Contractor Standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an “independent contractor” if the standards of this section are met. Agency certifies the contracted work meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.

2. The Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.

3. The Contractor furnishes the tools or equipment necessary for the contracted labor or services.

4. The Contractor has the authority to hire and fire employees to perform the labor or services.

5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.

Agency Signature
_____Date _____
____

(Agency's certification is solely for the Agency's benefit and internal use

EXHIBIT F

CONTRACTOR'S PERSONNEL

Authorized Representative:

Project Manager:

Other Key Persons:

EXHIBIT G

AGENCY PERSONNEL

Authorized Representative:

Project Manager:

EXHIBIT H

LICENSE FOR COTS SOFTWARE

(To be Negotiated Subject to the RFP and the
Terms and Conditions of the Information Technology Services Agreement)

EXHIBIT I

MAINTENANCE AND SUPPORT AGREEMENT

(To be Negotiated Subject to the RFP and the

APPENDIX A.

Glossary of Terms and Acronyms

Term	Definition
Acceptance Testing	User testing conducted to verify system/component functionality prior to acceptance/payment by customer.
DAS	Department of Administrative Services
IS	Information Systems
ISD	Information Systems Division
OSPS	DAS payroll system
Proof Of Concept	Evidence that demonstrates that a business model or idea is feasible.
Remote Access	Any access to the Secretary's computer systems from a location outside of the Secretary's physical computer network.
RFP	Request for Proposals
SFMS	Statewide Financial Management System
SOW	Statement of Work
SPOC	Single Point of Contact
TeamMate	Electronic audit working paper system used by OAD. TeamMate automates the entire audit work paper process including, preparation, review, report generation, and storage.
Test Cases	Sample business data created/selected for specific testing objectives.
Testing	Testing to verify satisfaction of system requirements.
WBS	Work Breakdown Structure

APPENDIX B
Glossary of ERMS Terms and Acronyms

Archive (noun) – a repository for historical records and information.

Archive (verb) - Used in the IT community to mean the storage and retention of data offline based on the retention of the contents.

Backup - A copy of all or portions of operating systems and applications and may include code or configuration files **or** data files from a system kept on storage media, such as tape or disk or on a separate system so that the files can be restored if the original data is deleted or damaged. Backup is used for security/disaster recovery purposes only.

Born Analog – Information that was created in a non-digital format and subsequently digitized.

Born Digital – Information created in electronic format.

Business Process – See Workflow

Collaboration - Technology designed to promote and enhance the creation, sharing, and dissemination of information. Collaboration technology has several sub-types, including document collaboration, workspace collaboration, and presentation collaboration.

Content management is a set of processes and technologies that support the evolutionary life cycle of digital information. For example, an instance of digital content is created by one or more authors. Over time that content may be edited. One or more individuals may provide some editorial oversight thereby approving the content for publication. Later that content may be superseded by another form of content and thus retired or removed from use. Content management is an inherently collaborative process. It often consists of the following basic roles: Content author, Editor, Publisher, Administrator, and Consumer. A critical aspect of content management is the ability to manage versions of content as it evolves – version control.

Content management system (CMS) is a system used to assist its users in the process of content management. A CMS facilitates the organization, control, and publication of a large body of documents and other content, such as images and multimedia resources. A CMS often facilitates the collaborative creation of documents. It **does not** apply records retention or dispose of records within its system. However, it is a component of Enterprise Content Management.

Database – a set of related data and/or a group of integrated data made available to users.

Database Management System (DBMS) – A software system used to access and retrieve data stored in a database.

Data Classification – is the conscious decision to assign a level of sensitivity to data as it is being created, amended, enhanced, stored, or transmitted. The classification of the data should then determine the extent to which the data needs to be controlled or secured and is also indicative of its value in terms of Business Assets.

Data Element - Unit of data for which definition, identification, representation and permissible values are specified by means of a set of attributes. Data is part of a record.

Data File - A collection of information for use on a computer that is treated as a unit for storage. **See Also File**

Destruction - The process that results in the obliteration of records. See OAR 166-030-0026, OAR 166-030-0060 and DoD Standard.

Digital Information – Information created and stored electronically that requires a machine for processing the information. See Electronic Record

Digitization - The process of transforming analog material into binary electronic (digital) form, especially for storage and use in a computer. 'Digitized' is used to distinguish materials that have been transformed from the media in which they were created from materials that are born digital. Digitization is distinguished from 'data entry', which is the process of typing textual records, often in forms designed to facilitate the process, into a computer system.

Digitization may start with information that is in electronic or physical form; for example, magnetic audiotape or phonograph discs. Digitization of textual documents typically produces an image of the words, which must be transformed to character data through a process of optical character recognition (OCR) or intelligent character recognition (ICR).

Disposition – The final stage in a records (information) 'Life Cycle.' There are two types of disposition – the first being records destruction in which the record (information) is destroyed; the second is the transfer of the records (information) to a repository, such as an Archives (noun) for permanent storage and access.

DoD5015.2 - A standard (DOD 5015.2) issued by the Assistant Secretary of Defense for Command, Control, Communications and Intelligence (Department of Defense). The standard sets forth mandatory and optional baseline functional requirements for records management application software. The standard is available at http://jitc.fhu.disa.mil/recmgt/.

Document - Information or data fixed in some media that may or may not be not part of the official record.

Document Management System is a system used for managing documents that allows users to store, retrieve, and share them with security and version control. A Document Management System allows an enterprise and its users to create a document or capture a hard copy in electronic form, store, edit, print, process, and otherwise manage documents in image, video, and audio, as well as in text form. The Document Management System usually provides a single view of multiple databases and may include scanners for document capture, printers for creating hard copies, storage devices such as redundant array of independent disks systems and computer server and server programs for managing the databases that contain the documents. It **does not** apply records retention or dispose of records within its system. However, it is a component of Enterprise Content Management.

Dots per inch (DPI) – DPI represents the number of dots per linear inch to be scaled from hard copy media in preparation for a scanning job. The term DPI can also be used to specify a printing device's native output resolution. The term DPI is probably most appropriately used when you scaling media like film or photos to be scanned to the required pixel dimensions. **See Also PPI (Pixels Per Inch)**

Draft – A preliminary writing of a public record for discussion, revision or correction, generally by another party, or a subsequent writing for discussion, revision or correction, generally by another party, that represents a significant change in content or context from a previous version.
There may be one or more drafts for each public record created, but not every public record will have a draft.

E-Forms – A technology solution for automating the collection, storage and distribution of information, typically via computer generated facsimiles of paper forms, usually with the objective of avoiding redundant manual data entry processes.

Electronic Calendaring – The ability to manage and maintain a schedule electronically.

Electronic Imaging - Various technologies used to store, retrieve, and manipulate pictures using a computer or video system.

E-mail Management – Provides the ability to improve manageability of messages (and enhanced fax integration); archiving individual user's e-mail messages as official records over the long term, and to retrieve, retain and dispose of them based on business rules and corporate policy.

Electronic Mail Message - A document created or received via an electronic mail system, including brief notes, formal or substantive narrative documents, and any attachments, such as word processing and other electronic documents, which may be transmitted with the message.

Electronic Mail System - A computer application used to create, receive, and transmit messages and other documents.

Electronic Record - Information recorded in a form that requires a computer or other machine to access the information.

Electronic Records Management System (ERMS) is software used by an organization to manage its records from creation to final disposition. The system's primary management functions are categorizing and locating records and identifying records that are due for disposition. The Electronic Records Management System also stores, retrieves, and disposes of the electronic records that are stored in its repository. ERMS is a component of Enterprise Content Management.

Enterprise Content Management (ECM) - is any of the strategies and technologies employed in the information technology industry for managing the capture, storage, security, revision control, retrieval, distribution, preservation and destruction of documents and content.

ECM systems are designed to manage both structured and unstructured content, so that an organization, such as a business or governmental agency, can more effectively meet business goals, serve its customers and protect itself against non-compliance, law-suits, uncoordinated departments or turnover within the organization. ECM systems contain the following features: Document Management, Records Management, Process Management, Web Content Management, E-mail Management, Collaboration, and Integration to line of business (LOB) applications.

Federated/Enterprise Search – Ability to query information sources and view the results. Can apply to web content searches, database searches, local or federated content repositories, or the information and unstructured data residing in file systems.

File - A group of documents related by use or topic, typically housed in a folder (or a group of folders; or in any computer system but especially in personal computers, a file is an entity of data available to system users (including the system itself and its application programs) that is capable of being manipulated as an entity (for example, moved from one file directory to another) **See Also Data File.**

File Structure –The manner in which data and other objects are organized within a file or the manner in which files are organized in a system representing a Business Process or Workflow. A hierarchical collection of folders and subfolders related to the Business Process or Work Flow.

Folder - A directory structure that organizes files into groups; a directory or subdirectory or a physical container for the collection of files.

Imaging - The process of copying documents by reproducing their appearance through photography, micrographics, or scanning.

Imaging System - An **Imaging System** can be defined as a computerized information system that manages visual information and relates it to textual documentation. (Such a system could also be described as "multi-media database," as it usually contains two or more different kinds of media.) Imaging systems can be approached either in terms of the processes through which they are constructed, their technical configuration, or in terms of the functional set of requirements they fulfill. The various stages in constructing an imaging system include image capture, storage, description, retrieval, distribution, and display. Each offers an appropriate way to cluster the various technologies and standards that apply at each stage in the process.

Indexing - An essential part of the capture process, creates metadata from documents (customer ID number, for example) so the document can be found. Indexing can be based on keywords or full-text.

Intelligent Character Recognition (ICR) - A technique of converting images of text, especially handwriting, into machine-readable data that uses patterns to match characters, then improves accuracy through an analysis of the characters in context.

International Standards Organization - A membership organization that works with national standards organizations from more than 140 countries to promote and coordinate the development of international standards.

Knowledge Management - A range of practices used by organizations to identify, create, represent, and distribute knowledge for reuse, awareness, and learning across an organization. Knowledge Management programs are typically tied to organizational objectives and are intended to lead to the achievement of specific outcomes, such as shared intelligence, improved performance, competitive advantage, or higher levels of innovation. Knowledge Management is an umbrella term for making more efficient use of the human knowledge that exists within an organization. The major focus of knowledge management is to identify and gather content from documents, reports and other sources and to be able to search that content for meaningful relationships.

Life Cycle of a Record – The process of managing information from the creation or receipt of a record until its final disposition.

Long-Term Storage – A facility or device that stores records (information) for long periods of time. Long-term storage is usually defined as a period of time that is greater than 10 years but less than permanent.

Metadata – A characterization or description documenting the identification, management, nature, use, or location of information resources (data). Metadata is commonly defined as "data about data." Metadata is frequently used to locate or manage information resources by abstracting or classifying those resources or by capturing information not inherent in the resource. Typically metadata is organized into distinct categories and relies on conventions to establish the values for each category. For example, administrative metadata may include the date and source of acquisition, disposal date, and disposal method. Descriptive metadata may include information about the content and form of the materials. Preservation metadata may record activities to protect or extend the life of the resource, such as reformatting. Structural metadata may indicate the interrelationships between discrete information resources, such as page numbers. In terms of information technology, metadata includes the documentation of data architecture, properties, and methods necessary to store, retrieve, and use the

data in a meaningful manner. To the extent that data is a record, it may also include administrative, descriptive, preservation, and structural information.

Migration Plan – A detailed plan necessary for the movement from legacy systems to new target systems. Such migration efforts represent a complex engineering problem. These efforts call for a migration plan to supplement the development plan. The migration plan addresses issues associated with phasing out legacy systems and moving to the new system. These issues include user interface compatibility, database compatibility, transition support, system interface compatibility, and training. By producing and implementing a migration plan, a development organization can help a user community make the transition in an orderly fashion.

Non-record- Records (information) that does not meet the definition of a public records under ORS 192.005 (5) For example, "Public record" does not include: (a) Records of the Legislative Assembly, its committees, officers and employees. (b) Library and museum materials made or acquired and preserved solely for reference or exhibition purposes. (c) Records or information concerning the location of archaeological sites or objects as those terms are defined in ORS 358.905. (d) Extra copies of a document, preserved only for convenience of reference. (e) A stock of publications. (f) Messages on voice mail or on other telephone message storage and retrieval systems.

Official Copy (Record) – Is that version of a public record that has been designated by the agency as the record of a transaction or event and which is subject to the requirements of the Public Records Law and the retention and disposition schedules authorized by the State Archivist.

Optical Character Recognition (OCR) - The process of transforming images of characters in a document to the equivalent ASCII code for those characters.

Permanent – Materials created or received by an agency in the conduct of their affairs, intended to be preserved in perpetuity because of the enduring value contained in the information they contain or as evidence of the functions and responsibilities of their creator.

Pixels Per Inch (PPI) - Represents the number of pixels per linear inch on a photo print when a digital image's pixels are scaled onto paper. Just like pixels, these dots can vary in their size on hardcopy media (photo prints). Mathematically speaking, 72 dpi dots are 1/72 of an inch in diameter and 300 dpi dots are 1/300 of an inch diameter. Obviously, the dot size at 72 dpi will be much larger than the dot size at 300dpi. The term PPI is most appropriately used to scale existing digital images to a specified print size.

Portal – A personalized, browser based gateway to a variety of content resources, repositories, and applications. Historically used in the context of Internet content sharing (i.e. web portals), but more increasingly used to describe a means of delivering enterprise wide content to internal users.

Public Records (retention and disposition) - "**Public record** means a document, book, paper, file, sound recording, machine readable electronic record, or other material,…regardless of physical form or characteristics, made, received, filed, or recorded in pursuance of law or in connection with the transaction of public business, whether or not confidential or restricted in use…" ORS 192.005 (5)

Public Records (Access) – "**'Public record'** includes any writing containing information relating to the conduct of the public's business, including but not limited to court records, mortgages, and deed records, prepared, owned, used or retained by a public body regardless of physical form or characteristics." – ORS 192.410 (4)

Record - A written or printed work of a legal or official nature that may be used as evidence or proof; a document. A record is also data or information that has been fixed on some medium; that has content, context, and structure; and that is used as an extension of human memory or to demonstrate accountability. In addition, information in a fixed form that is created or received in the course of individual

or institutional activity and set aside (preserved) as evidence of that activity for future reference is also a record.

Records Management - The planning, controlling, directing, organizing, training, promoting, and other managerial activities involving the life cycle of information, including creation, maintenance (use, storage, retrieval), and disposal, regardless of physical form. Records management procedures are used to achieve adequate and proper documentation of state policies and transactions and effective and economical management of Agency and organizational operations.

Records Retention Schedule – A document produced and approved by the State Archivist listing the length of time a record needs to be kept for administrative, legal, fiscal and historic purposes. For state agencies this time represents both the minimum and maximum length of time a record must be kept. A Records Retention Schedule approved by the State Archivist is an agency's legal authorization to destroy public records. The State Archivist writes two types of retention schedule. The first is a special schedule that is written for records unique to an agency and the second is a general schedule representing those records that are common to most agencies. The general schedule for state agencies can be found in OAR 166-300.

Retention Period - The length of time that a record must be kept before it can be destroyed **and** for state agencies the maximum length of time a record can be kept. Records not authorized for destruction are designated for permanent retention. Retention periods for temporary records may be expressed in three ways 1. A fixed period from the time records in the series or system is created - for example, "Retain 2 years, destroy" means that the records must be kept for at least two years but also no longer than 2 years. 2. A predictable event - for example "Retain until superseded or obsolete, destroy." 3. A combination of a fixed period of years and a predictable event - for example "Retain 6 years after completion, destroy." Retention periods are found in your agency's special schedule or in the State Agency General Records retention Schedule found in OAR 166-300.

Scanning - The process of a creating raster graphic that reproduces a document or image by converting reflected or transmitted light into a digital signal that can be stored, transmitted, and reconstructed for display as an electronic image.

Taxonomy – A classification structure for a content repository. Taxonomies help users organize content, navigate to specific content objects within the repository, and search for content. A good taxonomy enables the same content to be located and accessed via multiple paths, and in some cases would include geographic or location specific content (i.e. on a state highway).

Workflow - The tasks, procedural steps, organizations or people, required input and output information and tools needed for each step in a business process. A workflow approach to analyzing and managing a business process can be combined with an object-oriented programming approach, which tends to focus on documents, data, and databases.

Version Control - Techniques, especially in an automated environment, to control access to and modification of documents and to track versions of a document when it is revised.

APPENDIX C
TECHNOLOGY INFRASTRUCTURE

The Secretary's Network Architecture

The following outlines the Secretary's Technology Infrastructure as it relates to ERMS. The ERMS will be managed by the Secretary's Information Systems Division (ISD).

The Secretary's line of business applications have been implemented on an Oracle database for enterprise applications. The agency has defined Sun as the database servers. The applications are accessed by workstations running Windows XP. The file system for storage has been defined as Novell. The agency's email system is GroupWise.

UNIX Environment

The UNIX environment consists of 14 servers from Sun running Solaris 9. The servers accessing and running database applications do so using Oracle. The versions of Oracle running are 9i and 10G. For the applications that are served via the web, Apache is running on an Oracle Application Server. The servers are located in Salem, Oregon at the Public Service Building (PSB).

The UNIX servers currently access about 700 gigabytes of disk storage. The environment is running tape backup using LTO3. This environment provides nightly hot backups of the production environments.

Novell Environment

The current Novell environment consists of Dell servers running Novell 6.0. The file system supports over 220 users and over 300 computers. The users are located at four geographical locations.

The current Novell environment accesses two terabytes of data. The environment is running tape backup using LTO2.

Citrix and Microsoft Environment

The current Microsoft servers are running Windows Server 2000. The Citrix version is Presentation Server 3. These servers are used for access for remote users. The Oregon Audits Division (OAD) performs audits from remote locations across the state. The other divisions of the Secretary use this technology for remote access to files and email.

Novell, Citrix and Microsoft Server Migration

A project is currently underway to migrate the Novell and Citrix environments to virtual servers using virtualization. The project will consolidate the single use servers to multi use servers delivering the Novell file services, GroupWise email and Citrix Metaframe. The project is scheduled for completion by December, 2007. In addition to virtualization, the disk storage will increase to four terabytes of storage.

Desktop and Local Area Network

The Secretary has approximately 300 desktop and laptop computers, running Windows XP. There are a few running Windows 2000 to support legacy applications. The majority of the computers are located at the PSB. The Elections and Executive office is located at the State Capitol Building. The Archives Division is located at the Archives division located several blocks away from the PSB. The SOS Call Center is located at the Oregon State Correctional Institute located five miles east of Salem.

The desktops across the agency are connected to the servers located at the Public Service Building. All network services are attached through a switched network to the centralized location at the PSB.

APPENDIX D

REQUIREMENTS AND PROJECT SCOPE

1. Requirements and Project Scope

1.1 Project Scope, Budget and Timeframes

The Secretary of State Archives Division is responsible for providing temporary storage of other agency records (Records Center) and long-term storage as defined as the Archives Holdings. The scope of this initiative excludes the Records Center and Archives holdings. The scope includes all electronic and physical records that the Secretary of State creates as evidence of business activities.

Secretary of State has a good set of policies and procedures in place and there are existing software packages being used to deal with physical records. This project will allow the divisions to more effectively manage electronic records and documents in an integrated manner in compliance with legislation and policies.

This project will provide the Secretary of State with an Electronic Records Management System (ERMS) that will consists of an integrated set of software tools for records management and document management. This section outlines and describes the general requirements the Secretary of State has for an ERMS. The specific requirements that Proposers will be evaluated on are described in Part II.C.4; Proposal Preparation and **Appendix (F)**.

1.1.1 Project Scope

The Secretary of State will select one or more software tools that can be installed on all desktops within the Divisions. As a result of this initiative, all employees will have the ability to manage all forms of documents and records regardless of location, media or file type in a consistent manner from their desktops.

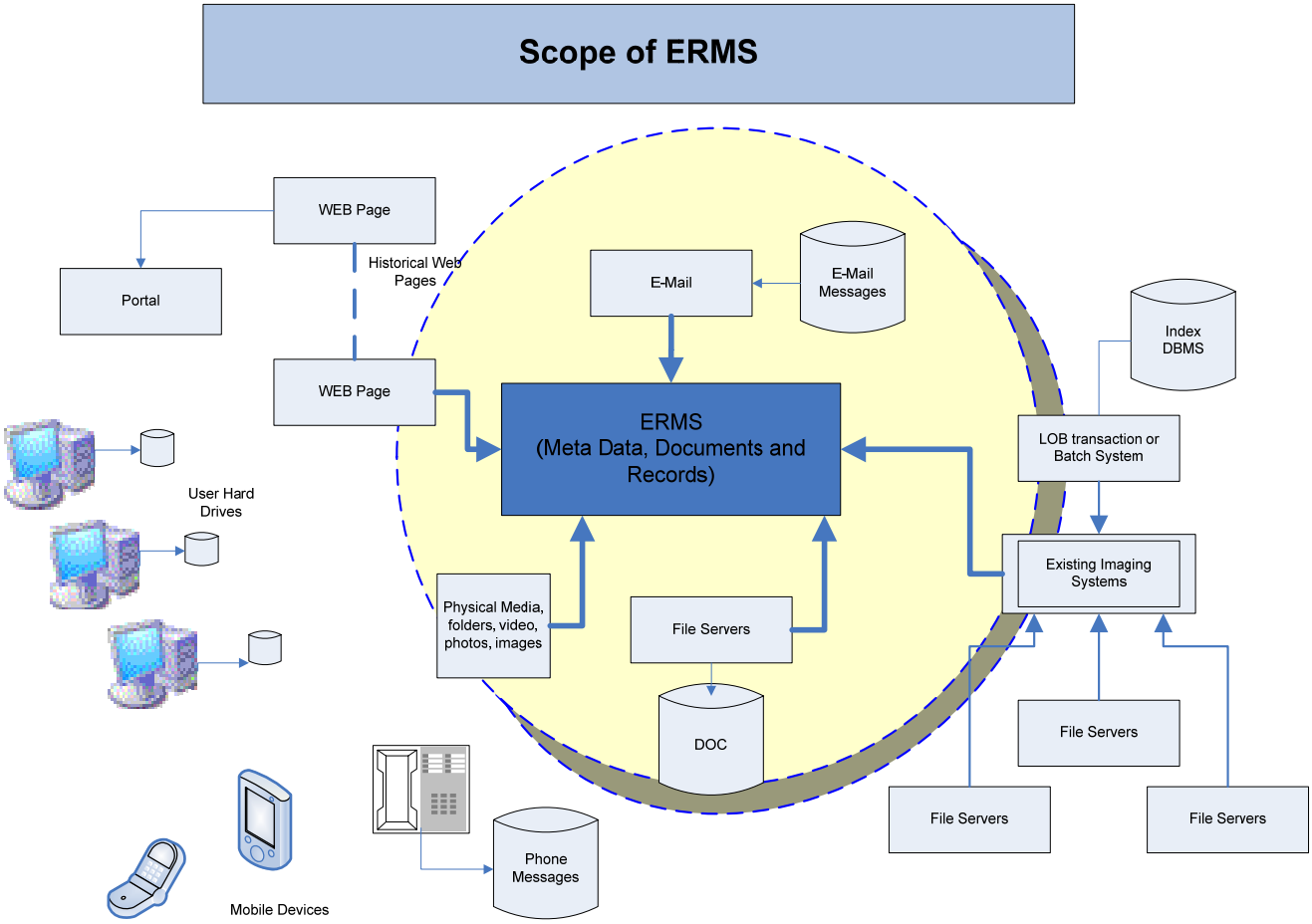
This software selected will be expected to handle electronic and physical records with equal facility. The software must be robust, scalable and flexible in its configuration and its ability to pass information to other software being used in records management or in lines of business within Secretary of State.

The vision that is trying to be achieved can be stated as follows:

The Secretary of State will be able to effectively manage all of its documents and records in a consistent, logical manner, from creation to final disposition, using a common set of tools, standards and policies.

Figure 1 is a high-level schematic showing the general scope of the ERMS project. The priority issues are contained within the circle. Most of the elements outside the circle are lower priority issues that will be incorporated over time but are not within the scope of

this RFP.



The Secretary of State has a need for the following functionality:

- Document Management (includes Imaging)
- Records Management
- Process Management
- Web Content Management
- E-Mail Management
- Collaboration and
- Integration to existing business applications

From an imaging functionality point of view, the system must be able to import images, and indexing/metadata created from other imaging systems and capture applications, and then offer a standard document management interface. It should also offer a development environment capable of creating dedicated imaging applications (custom application) integrating all of the document and records management functionality and

technologies (including storage management, index/metadata management, image processing/conversion, redaction, OCR, and COLD).

The initial priority for Secretary of State is to use the ERMS software to manage common forms of electronic records and all forms of physical (hardcopy) records. For electronic records, this includes, but is not limited to documents generated from the Microsoft Office Suite and Novel GroupWise e-mail. Although this initial priority deals with a limited numbers of document formats, the ERMS will be expected to handle virtually all types of electronic documents used in government. These include, but are not limited to electronic forms, CAD, other drawing and image formats, maps, photographs, scanned images, audio and video clips.

Once the software is installed, there will be subsequent opportunities for Secretary of State to review their business processes to take fuller advantages of the capabilities in the ERMS suite. There may also be opportunities to replace existing stand-alone systems that perform functions within the software chosen.

Any solution adopted for an ERMS will have to operate within the Secretary of State technical environment and pass information or receive information to and from a wide variety of other programs. Several electronic service delivery, e-commerce and business-focused document/content management initiatives are proposed or underway across Secretary of State which will be creating new and additional records. It will be important that the software chosen can easily deal with these developments, by simple configuration choices and open access, standard APIs, etc. Please see Appendix C for the Secretary of State's technical environment.

Secretary of State records are managed with a file classification system that uses file numbers that have associated retention schedules and other information. The ERMS chosen for Secretary of State must use the file classification system data without the need to manually enter existing schedules. Depending on the way in which the records management portions of the software does this, Secretary of State Archives may construct an Oracle database or use a third party tool to store final versions of file classifications as well as information on the development and history of the approval process. The ERMS must use such a database or interface with a COTS application as a reference or source for file numbers and retention information or hold such information for use by the ERMS and other systems.

1.1.2 Basic Requirements

The basic requirement is for an integrated records management and document management tool set to be available on all desktops within Secretary of State Divisions. This will provide the ability for all employees to directly manage electronic documents and records stored in multiple repositories in a variety of file types in a consistent manner from their desktops.

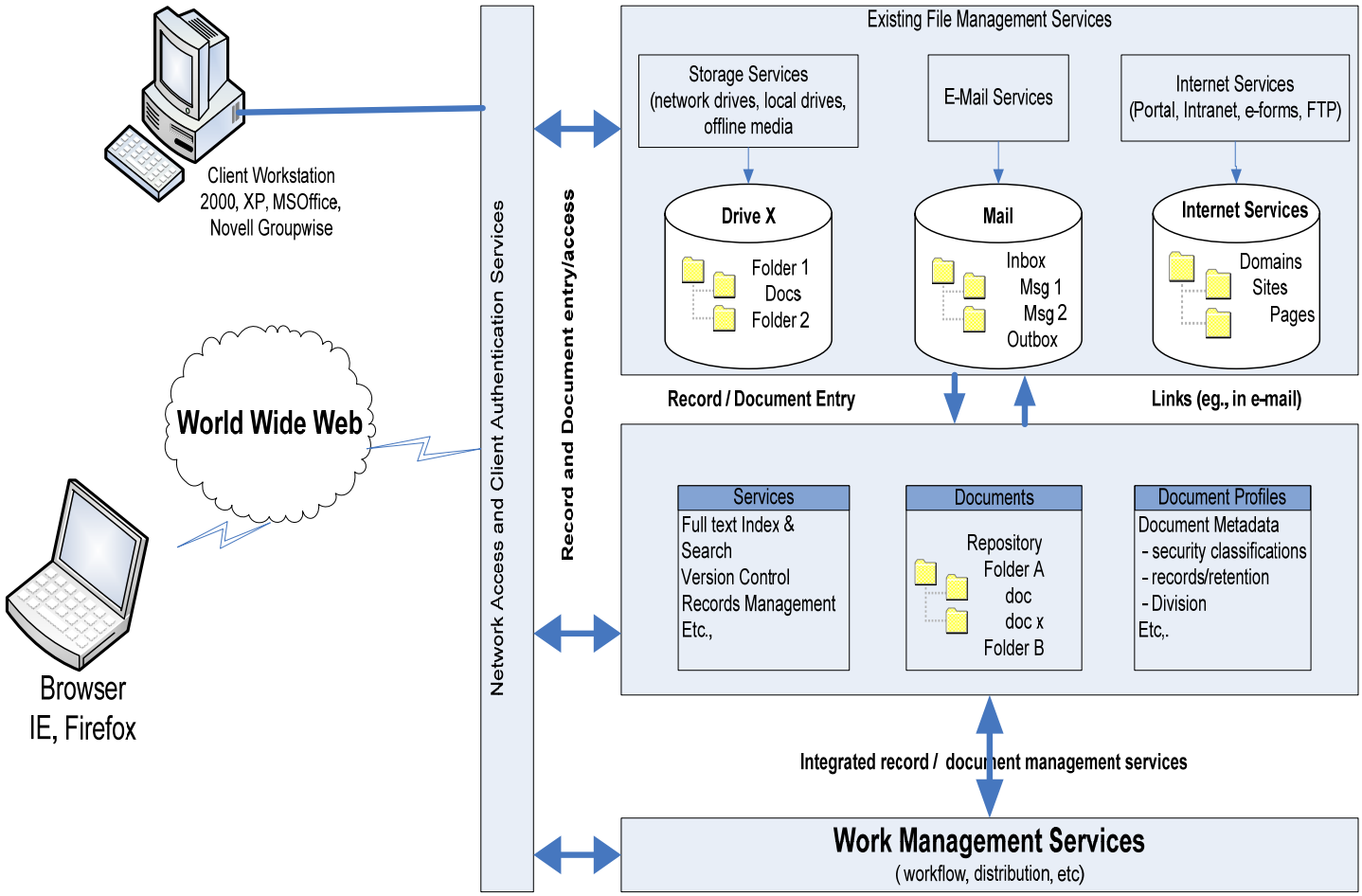
For each Division (section/program), the ERMS must support integrated management of all office records; i.e., all office e-records (email, spreadsheets, presentations etc) and all

types of physical records. The ERMS must also be extensible in future to cover other document types (voicemail, databases, etc).

The ERMS must store, retrieve and view files in their native format without a need to have the applications that generated the file present.

The integrated records and document management system shall be incorporated as seamlessly as possible into the Secretary of State System infrastructure. Figure 2 is a conceptual illustration of what this means.

Figure 2



Scaling and Robustness

The ERMS shall be built on a robust, scalable architecture supporting such requirements as:

ERMS application(s) on every employee desktop (200 - 300+ users);

Multiple, large shared record and document repositories;

All components of the solution must be equally scalable and robust.

The following estimates indicate the volume of information produced per year by the Secretary of State, which must be managed by the ERMS:

50,000,000 E-Mail Messages: 5,000,000 with attachments;
15,000,000 MS Office Documents;
2,000,000 physical volumes (e.g., file folders), comprising approximately 30,000,000 physical records.

Note: 2,000,000 physical volumes are individually identified in existing automated RM systems; 10,000,000 physical volumes are currently stored in offsite storage facilities.

Document and Records Management Services
Document and Records Management Services provide a common backbone for addressing the functional requirements identified in this document.

There will be a strong dependence and reliance by the document and record management services on the other application-enabling infrastructure components. For example: messages containing documents as attachments will require:

- An integration of the messaging;
- Record and document management services;
- Access to the document library/repository through a common authentication service;
- Workflow engines handling the flow of approval will need to be coupled with the document and record management services.

There is a requirement for long-term integration with an application for managing physical records in their semi-active state. The ERMS must incorporate Records Center Application data (accession and application numbers) with potential for future integration.

Workflow Management Services
There will be a requirement for the document and record management services to provide or interface with workflow management systems.

Database Environment
The Secretary of State Database standard is Oracle.

1.1.3 Key Services, Task Requirements & Deliverables

The following are the key services for this project:

- Project Management – including preparation and implementation of the Project Plan and weekly project status meetings including agenda, meeting notes, and updates to project schedule
- Delivery
- Installation
- Configuration
- Testing
- Training
- Support – including hours of coverage (Pacific Time), response time, escalation process
- Maintenance

The following are the key task requirements & deliverables for this project:

PROJECT MANAGEMENT

- The contractor shall provide a project plan, which shall include, but not be limited to, communication plan, risk management plan, issue management plan, change management plan, and quality management plan, contractor and agency roles and responsibilities, and a deliverables based payment schedule.
- The contractor shall work with the Secretary's Project Manager to prepare a project schedule for each of Secretary's Divisions. The schedules shall include tasks with estimated effort, start and end dates, resources and milestones. The schedule shall be built; base lined and managed using Microsoft Office Project.
- The contractor shall conduct weekly project status meetings for reporting, progress, issues, and risk management activities.
- The contractor shall prepare the agenda for the weekly project status meetings. The contractor shall distribute the agenda via email at least two (2) hours prior to the meeting.
- The contractor shall document and distribute notes from the weekly project status meetings to include decisions and action items. The contractor shall distribute the meeting notes via email no later than forty-eight (48) hours following the meeting.
- The contractor shall provide weekly status reports in a format to be agreed upon before starting work.
- The contractor shall deliver a document that outlines the procedures that must occur to track, maintain, and control changes to the project.
- Contractor shall deliver to the Agency a Change Request Form Template.

Deliverable(s)

1. Project Plan.
2. Issue Log.

3. Change Log.
4. Change Request Form Template
5. Change Request Process Plan
6. Baseline Project Schedule

SYSTEMS DEVELOPMENT LIFE CYCLE (COTS IMPLEMENTATION)

- The contractor shall deliver to the Agency copies of all software and Third Party license agreements
- The contractor shall deliver a fully functioning ERMS system installed on the Secretary's infrastructure. The contractor shall instruct Secretary staff on the installation procedures and will not directly have access to agency infrastructure. Contractor shall perform initial testing to ensure that system meets Agency's business needs. Agency may have business expert staff available for assistance and observation.
- The contractor shall provide a list of minimum network and infrastructure architecture requirements for their ERMS product (system and client).
- Contractor shall deliver to the Agency a draft Acceptance Test Plan. Once the draft is submitted, this document shall be a mutually developed document by the Agency and the Contractor.
- Contractor shall provide an Agency Training Strategy that will include the approach and method to provide training to all Division end users and mentoring and training of administrative users.
- Contractor shall provide a Software Configuration Management Plan for the ERMS product.
- The contractor shall provide the Secretary with a copy of the Software Configuration Management plan for the ERMS Product.
- Contractor shall deliver to the Agency the standard product documentation for the administration, and monitoring of the ERMS system in the most current versions available.
- For each Division within Secretary of State, the contractor shall perform onsite analysis to document the Agency's implementation requirements, and develop a comprehensive Requirements Definition Document that documents the Division's implementation requirements including but not limited to the identification of work flows, process flows, forms, reports, source documents, data capture requirements and any other criteria that shall help define the functional requirements and meet the Agency's future business needs.
- Contractor shall document all design constraints including processing, performance, interface, resource, security and reliability requirements. The document shall define data constraints such as limits, formats, message, commands and displays.

- Contractor shall develop a comprehensive Detailed Design Document that documents the Division's ERMS system and requirements including but not limited to:
    - Document Volume and Analysis
    - Assumptions and Performance Objectives
    - Exception List output description
    - Electronic Workflow descriptions
    - Interface Descriptions
    - File and Record format and layouts
    - Statistics and other Report descriptions
    - A system design that provides a blueprint of configuration changes or customization changes to individual modules and programs related to the inputs or source documents that need to be captured.
    - Design of the data structure and processes to the level of detail necessary to plan and execute the implementation stage.
    - Module specifications that define what each module is to do in order to process each source document.
- Contractor shall provide a Testing and Quality Assurance Plan, for each Division's implementation that includes integration, stress, and acceptance testing.
- Contractor shall conduct training, mentoring and coaching per the training strategy for each Division. Contractor shall provide all training materials and user manuals specific to each Division's needs.
- Contractor shall provide an Implementation appropriate for each Division based on their needs and configurations.

Deliverable(s)

1. COTS Software and all related materials for up to 250 users, which will likely be deployed over the 16 months. (This number is for planning purposes only; the actual number of licenses may be less, and the time frame for installation may be shorter than currently anticipated);
2. ERMS Product Hardware and System Software Minimum Requirements Document
3. An Installed and Tested ERMS product on Secretary of State Infrastructure
4. Systems staff training and onsite support provided on an as-and-when requested basis to guide and support the implementation of the System.
5. User Acceptance Test Plan
6. Training Strategy
7. Software Configuration Management Plan for ERMS product
8. Standard User Manuals for ERMS Operations
9. Standard Product documentation including capabilities guide, technical and user manuals, and installation guide
10. Division Requirements Definition Document including process flows, work

flows, product configuration plan
11. Division Design Documentation (configuration, interfaces, data conversion modules and customizations)
12. Division Testing and Quality Assurance (integration, stress, and acceptance)
13. Division Training Plan (training materials and customer documentation)
14. Division Training for Administrators and end-users.
15. Division Implementation Plan
16. Any other Deliverable identified in the RFP.

1.1.4 Budget

A final budget has not yet been approved for this project because of the difficulty in estimating the cost of licensing the software that is selected and the cost of any custom integration that may be required in order for the solution proposed to work as expected.

The Secretary of State is committed to finalizing the budget for this project as soon as possible after the selection of the software. Funds have been identified for the initial implementation of the ERMS solution without the custom integration with existing application to ensure that there is no undue delay due to the administrative requirements associated with final budget approval.

1.1.5 Timing

The Secretary of State wishes to undertake the pilot implementation early in the 2008 calendar year with the installation of software across all Secretary of State Divisions in the fall of 2008 and spring of 2009. Target completion is May 31, 2009, but this may be delayed if there is significant up-front integration needed, if the pilot project identifies issues that need to be resolved before full installation, or if there are unanticipated financial constraints.

The Secretary of State reserves the right to cancel this RFP if, in its sole judgment, the System, as defined in the Contract, does not meet Secretary of State's performance expectations.

1.1.6 Out of Scope

The following activities are out of scope:

- Services required to convert documents to electronic images and replacement of existing legacy document imaging systems already installed and operational within the Secretary of State, but the system selected must be able to manage scanned images and related documents;
- Business process redesign or line of business application development using the selected software;
- Off-site storage, backup and retrieval of electronic records either individually or for repositories containing multiple records;
- Procurement, installation and operation of the common infrastructure needed for

the ERMS software – that is servers, network connections, etc. Proposers will be expected to identify what common infrastructure is necessary to run the software being proposed.

APPENDIX E

High Level Requirements (Records Management)

REQUIREMENTS

E1 INTRODUCTION

The *Records Management Business Requirements* were developed by a working group of Secretary of State Staff, Archives records officers, and information technology experts. Credit must be given to the British Columbia government for their assistance.

Note on terminology: The term "record" is defined broadly to include "books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by any means whether graphic, electronic, mechanical or otherwise". This definition is used in key information management statutes such as the *Oregon State Statute ORS.192* to ensure that the provisions of these statutes apply to all forms of recorded information. However, for the purposes of this RFP, the terms document and records are defined more precisely in order to distinguish between the general functions required to create and maintain documents and the more rigorous controls required to capture and manage documents as business records.

E1.1 What is a Record?

A *record* is a document created or received in the course of government business and maintained for action or reference by an agency as evidence of that business.

- Records exist in all media and formats.
- Email messages and attachments are records.

E1.2 Document vs. Record

The *Records Management Business Requirements* focus on records and the processes involved in their management. They do not discuss the requirements relating specifically to document management functions. However, records management and document management are related and important components of an effective information management infrastructure.

E1.3 What is Records Management?

Records management is the exercise of physical and intellectual control over records to ensure their integrity in support of government accountabilities and actions. Agencies establish physical controls by ensuring records are identified, documented, located, retrieved, and protected from loss, physical damage or inappropriate access. Agencies establish intellectual control over their records by ensuring they are classified, retained and disposed of (destroyed or transferred to the legal custody of the Archives) in accordance with their values (that is, in accordance with retention and disposition

schedules). Retaining records required for operational, administrative, fiscal, audit and legal purposes (while applying the final disposition to the records whose primary values have ceased) reduces on-site and off-site storage expenditures.

E1.4 Structure of This Document

The *Records Management Business Requirements* cover the physical management of records and the intellectual management of the information contained in records.

Records are subject to actions and processes. They are created, identified, documented, stored, physically transferred, preserved, protected, retained and disposed of. In this document, these actions and processes are addressed in the following three sections: Section 1, "Location Management" relates to the physical management of records in order to access and use them.
Section 2, "Preservation Management" relates to the physical and intellectual maintenance of records in order to preserve the information they contain. Section 3, "Scheduling Management" addresses how the information contained in records must be managed. The records retention schedule assigns a value to a record that is reflected in its retention period and final disposition. Scheduling management relates to the intellectual management of records in accordance with their values. In addition, this document contains a glossary of terms (see Definitions, below) that serve to clarify the specific meaning of the terminology used to describe records management business requirements.

Definitions

Terms with specific meaning within this *Business Requirements* document are defined below.

Document is defined as information consigned to a medium. This includes "anything on which there is writing…marks, figures [or] symbols." (*New South Wales, Australia – Evidence Act 1995).* Documents fall into one of two subsets:
1) Documents that are also records, or
2) documents that are not records.

File is defined as the logical entity used to organize and manage records. A file manages a group of records that together provide evidence of a complete transaction or a collection of reference material. A file is not a physical entity. Retention and disposition schedules are applied to records at the file level.

Final Disposition is defined as an action applied to eligible files by destroying them, transferring them to the permanent custody of the government archives, or alienating them from the Crown provincial. Files are eligible for final disposition when their active and semi-active retention periods have elapsed. The records schedule designates the appropriate type of final disposition for a file.

Life cycle is defined as the changes of a file's scheduling status, which moves from active to semi-active to inactive.

Location is defined as the physical location of a file's volume or volumes. The location of a file's volumes does not affect the file's scheduling status.

Location management is defined as managing records so they can be identified, documented, located, viewed, retrieved, copied, and secured from unauthorized access.

Preservation management is defined as managing record media (paper, electronic, micrographic, photographic, cartographic, or any other media) in order to protect records from loss, damage or degradation. It is also defined as managing recorded information to ensure its authenticity and context as it moves from one media or carrier to another.

Record is defined as "recorded information, in any form…created or received and maintained by an organization in the transaction of business …and kept as evidence of such activity." (*Australian Standard AS 4390-1996, part 1, clause 4.21*) In Oregon state government, the record is also the indivisible unit for records management processes.

Records Classification and Scheduling System organizes files into functional groupings for filing and retrieval (classification) and assigns retention periods and final dispositions to classified records (scheduling). These systems are referred to as integrated classification and scheduling systems, as opposed to systems that provide either classification or scheduling but not both.

Retention and Disposition Schedule is the length of time a file is to be retained and the type of final disposition that is applied to it. In an integrated classification and scheduling system, retention and disposition schedules are linked to secondary classification numbers.

Retention Period is the length of time a file is retained, and is determined by the retention and disposition schedule. The file may be disposed only after the active and semi-active retention periods that apply to it have elapsed.

Scheduling Management is defined as managing the retention and disposition of files in accordance with their scheduling requirements.

E2 BUSINESS REQUIREMENTS – LOCATION MANAGEMENT

The Agency must manage their records regardless of media or format or on-site or off-site storage location. Essential to the management of records is the ability to locate, view, retrieve, copy and control access to records, regardless of their scheduling status.

E2.1 Record Creation or Receipt

Upon receipt or creation, records enter the records management system. Records provide documentary evidence of the agency's activities in performing the functions for which it

is responsible.

The ERMS must create and received records in media or format appropriate to the way they are used and which meets the requirements of their scheduled retention and disposition. If records are not created or received in appropriate media, they must be converted or migrated to appropriate media or format.

E2.2 Identifying and Documenting Records

Records are documented so they can be identified, retrieved and managed. Records in all media and formats must be documented.

- Records must be classified in accordance with an established classification system.
- The Agency and Divisions must create indexes, file lists, or other finding aids documenting the attributes of all files and their physical components (folders) to ensure they can be retrieved and the agency's record holdings are documented.
- Classification and indexing systems must establish and use controlled language.
- All the volumes relating to a file must be documented.
- Documentation may be amended or corrected.
- Documentation must be updated when one or more of a file's volumes are moved.

E2.3 Profile Information (Metadata)

The Agency must maintain profile information for records, volumes and files in order to ensure they can be located. Profile information identifies the unique attributes of records, volumes and files. Attributes include:

- Classification number (the primary-secondary classification)
- Classification title (the primary-secondary title)
- Record date range (the date of the first and last record in each volume of a file, and the first record and last record dates for the entire file)
- Media and format (what physical format or formats are the records in?)
- Physical location (where are the records and files located? This will include some or all of the following: building, floor, room, shelf or other housing unit, drive, directory, storage media [CD, tape, etc.], container, accession number, commercial storage facility, or other information relating to the physical location of records and volumes)
- Keywords (words or phrases that allow a user to search for specific files. Depending on technology, keyword searches can be performed by automated records management systems, automated document management systems, automated or manual indexing systems or other methods and tools). Effective keyword searching relies on a controlled vocabulary.

E2.4 Record Maintenance

A record is the indivisible unit for managing recorded information. Records management business requirements do not cover unstructured data or information.

E2.5 Searching For and Retrieving Records

The Agency will search for records in order to retrieve and use them. Finding aids must be created and maintained in order to ensure records can be located and retrieved. Finding aids include file lists, box lists, keyword indexes, registers, retention schedules or other attribute information that leads users to the files and records they require. Finding aids may be searched manually or through the use of automated search tools.

E2.6 Access Security

Records in all media or formats must be protected from unauthorized access. This includes records maintained in government offices or on government networks and drives, records maintained in contracted records storage facilities, records maintained on internet or intranet websites, records created by members of the public accessing government services through electronic means, records created by contractors working for government, or other government records maintained in any media or location.

- Access categories must be determined and assigned to record types.
- Access must be restricted in accordance with assigned access categories.
- Designated record documentation (e.g., file lists containing identifying information) must be protected from unauthorized access.
- Records must be protected from unauthorized physical access and unauthorized access through electronic systems.
- Records are located and retrieved by authorized individuals.

E2.7 Transferring Records to Another Location

Records may be transferred by the Secretary from one location to another. A file's volume is the physical entity that is transferred. Hardcopy volumes are physically moved to other locations, and electronic volumes are migrated or transferred. Volumes may be moved within an office, between offices, to and from off-site storage facilities, to and from electronic drives, directories or networks, or temporarily charged out by individuals.

- The new location of a volume must be documented.
- Volumes of one file may be transferred together or individually.
- Accession information must be created and maintained so the agency can locate and access records transferred to off-site storage facilities.

E3 BUSINESS REQUIREMENTS – PRESERVATION MANAGEMENT

Records must be preserved for as long as the authorized records retention period requires to meet the Secretary's administrative, legal, fiscal or historical needs. The information maintained on records must also be preserved to ensure it retains its context and authenticity for as long as the government requires the records. Preservation management relates to the physical preservation of record media and the intellectual preservation of recorded information.

E3.1 Physical Preservation of Records

Records must be maintained in a way that protects them from loss, damage, degradation, loss of information, and other threats to their physical integrity and the integrity of the information they contain.

- Records must be maintained on media and in formats that ensure they are readable and accessible for the duration of their entire retention periods. As of the release of this RFP, the maximum record retention period is 200 years. This retention period is subject to increase. See F.3.1.14.
- Records scheduled for permanent retention by the archives must be maintained on stable media appropriate for permanent retention.
- Records must be housed in environmental conditions that meet their preservation, retrieval and security requirements.
- The record format or media must not compromise the agency's responsibilities or ability to use the information it contains (e.g., the use of any kind of "lossy" or destructive compression technology that permanently alters the data within the record or data file, or utilizes or introduces additional compression/decompression cycles with data formats that utilize lossy compression techniques).
- Records must be maintained in physical containers appropriate to their media or format.

E3.2 Intellectual Preservation of Records

The context and authenticity of records must be preserved for as long as the government has responsibilities for the information they carry.

- Profile information must be linked to records in a way that ensures they are identifiable and authentic, and the context of their creation and use is maintained.
- Records moved to different media or electronic records moved across carriers must maintain their context and authenticity.

E4 BUSINESS REQUIREMENTS – SCHEDULING MANAGEMENT

The Agency must manage records in accordance with their values. These values are reflected in the retention periods and final dispositions established by the records retention and disposition schedules. Specific individuals are delegated the authority to apply scheduled retention periods and final disposition to records.

A file is linked to a scheduled retention and disposition schedule through a classification number. A file moves through its life cycle over time, its status changing from active, to semi-active to inactive. The scheduling status of a file is determined by its retention and disposition schedule.

The location of the file's volumes does not affect the file's scheduling status.

All records and volumes of a file follow the same retention period and final disposition.

E4.1 Applying Final Disposition

Scheduled final disposition is applied to all volumes of a file. Final disposition must be applied to a file when it is eligible, or unless a halt or hold to final disposition action is required and reported (in writing) to the State Archivist.

- Final disposition actions applied to files must be documented.

- Final disposition action can be halted or deferred if the file is required past its eligible disposition date for litigation, pending audit or extenuating administrative need and is reported (in writing) to the State Archivist.
- A designated individual must authorize final disposition.
- When files are stored in fixed containers, final disposition is applied to the entire container.

APPENDIX F

Detailed Requirements

F1 Assumptions and General Requirements

The Electronic Records Management System (ERMS) is expected to have the basic characteristics and capabilities outlined below.
The ability of the proposed ERMS solution to meet these general requirements and other specific requirements will be evaluated on the basis of the responses given in sections F.2 - F.11.
Proposers are asked to check each requirement that the proposed solution can meet. Where narrative responses are requested, proposers are asked to attach explanatory information. For additional instructions, see RFP Part II.D.7.

F1.1 COTS Solution

The ERMS consists of a suite of commercial, off the shelf applications covering required document and records management functions for both electronic and physical records, with full integration among application components.
Note: Unless otherwise indicated, the requirements specified in this appendix apply to the ERMS as a whole. The requirements may be met with a single application or a combination of separate applications (e.g., applications for document management, management of electronic records, and management of physical records, etc.) comprising the integrated ERMS suite.

F1.2 Enterprise -Wide Scope

For all divisions of the Secretary of state Agency, the ERMS supports integrated management of all common forms of electronic office records (e.g., MS Office and Outlook Novell GroupWise records) and all forms of hardcopy records. The ERMS is extensible to cover other electronic record types (images, database reports, voicemail, etc.).
The ERMS supports easy transfer of records and records information (metadata) among organizations (e.g., from one division to another during government re-organizations).
The ERMS enables on-line searching of records information across divisions and across records repositories throughout the Agency.

F1.3 Interface with existing Secretary of State applications

Data and processes for the management of records stored in offsite facilities (Archives Records Center) and the management of archival records will continue to be maintained in the Archives File Maker application. The ERMS maintains specified data described in these requirements that will be drawn from or provided to the Secretary's internal application and will have the potential for additional future integration.
The ERMS provides the Secretary of State with a common document and records management infrastructure, integrated with the current standard office applications and infrastructure and with current and emerging document-related applications.

F1.4 Integrated Management of Electronic and Physical Records

The ERMS supports management of both electronic and physical records in accordance with the records management business requirements defined in Appendix E.
The ERMS will enable the authenticity, integrity and accessibility of electronic records to be maintained over time (e.g., decades), across systems (e.g., migrations to new versions of the ERMS software; export to other systems) and across formats (e.g., export to nonproprietary formats for archival preservation).
The ERMS will support the Secretary of State requirements and processes for the management of physical records and the batch transfer of records containers to central offsite storage facilities and Archives archival custody.
The ERMS will maintain standard metadata about electronic and physical files and volumes (including hybrid files consisting of both electronic and physical volumes); will maintain standard metadata about records (i.e., as records profiles); will maintain audit trails of actions taken on records; and will ensure security of records.

F2	**Record Creation and Use**			
F2.1		***Creating Files and Folders***	**Meets Reqr**	**Out of Box**
F2.1.1		The ERMS supports the management of records at the file/volume level (hard copy records organized into files/volumes, but not necessarily registered individually) or at the file/volume and record levels (electronic records and hardcopy records that are registered individually).	☐	☐
F2.1.2		The ERMS restricts the entry of new files in the system to authorized users	☐	☐
F2.1.3		The ERMS supports automatic creation of a volume when a file is created.		☐
F2.1.4		The ERMS permits a file to have multiple subordinate volumes.	☐	☐
F2.1.5		The ERMS permits a file to have multiple subordinate volumes open concurrently (i.e., multiple active volumes).	☐	☐
F2.1.6		The ERMS allows an authorized user to re-open a previously closed volume temporarily for the addition of records, and subsequently to close that volume again.	☐	☐
F2.1.7		The ERMS supports automatic “roll over” of cyclical files (e.g., files that are closed at the end of a calendar or fiscal year and need to be replaced with new files for the following year covering the same subject matter).	☐	☐
F2.1.8		The ERMS allows for the automatic creation and maintenance of a list (or “repertory”) of files.	☐	☐
F2.1.9		The ERMS defines in the file repertory physical files and volumes, and allows the presence of physical records in these volumes to be reflected and managed in the same way as electronic records.	☐	☐
F2.1.10		The ERMS supports the management of “hybrid” files containing electronic and physical components, and allows the components to be managed in an integrated manner.	☐	☐
F2.1.11		The ERMS allows a different metadata element set to be configured for physical files and electronic files; physical file metadata includes information on the physical location of the physical file.	☐	☐
F2.2		***Record Creation /Receipt and Capture***	**Meets Reqr**	**Out of Box**

F2.2.1		The ERMS enables documents to be captured as records by assigning records registration numbers and establishing profile metadata for the records.		
F2.2.1.1		The ERMS supports the registration of electronic records.	☐	☐
F2.2.1.2		The ERMS supports the registration of physical records.	☐	☐
F2.2.1.3		The ERMS is capable of creating profiles for electronic records.	☐	☐
F2.2.1.4		The ERMS is capable of creating profiles for physical records.	☐	☐
F2.2.2		The ERMS captures process and provides the functionality to:		
F2.2.2.1		register and manage all electronic records regardless of the method of encoding or other technological characteristics.	☐	☐
F2.2.2.2		ensure that the records are associated with a classification scheme and can be associated with one or more files.	☐	☐
F2.2.2.3		integrate with the application software that generates the records (where possible)	☐	☐
F2.2.2.4		validate and control the entry of metadata into the ERMS.	☐	☐
F2.2.3		The ERMS captures in the electronic record management environment:	☐	☐
F2.2.3.1		the content of the electronic record, including information defining its form and rendition and information defining the structure and behaviors of the electronic record, retaining its structural integrity for example, all the components of an e-mail message with attachment(s), or of a web page with their links.	☐	☐
F2.2.3.2		information about the electronic document, for example, the file name;	☐	☐
F2.2.3.3		the data of creation and other document metadata about the elements of the record;	☐	☐
F2.2.3.4		information about the context in which the electronic record was originated, created and registered, for example its business process and, originator(s), author(s);	☐	☐
F2.2.3.5		information about the application program, which generated the record, including its version.	☐	☐
F2.2.4		The ERMS allows the capture acquisition of metadata elements specified at systems configuration, and retain them with the electronic record in a tightly-bound relationship at all times.	☐	☐
F2.2.5		The ERMS ensures authorized users and administrators only can change the content of selected elements of the metadata of the electronic record.	☐	☐
F2.2.6		The ERMS supports the ability to assign the same electronic records to different electronic files, from one electronic document without physical duplication of the electronic record.	☐	☐
F2.2.7		The ERMS supports automated assistance in registration of electronic documents, by automatically extracting metadata for as many types of documents as possible, including at lease the following types:		
F2.2.7.1		images;	☐	☐
F2.2.7.2		office documents (e.g., work processed letters in a standard format);	☐	☐
F2.2.7.3		e-mail without attachments, both incoming and outgoing;	☐	☐
F2.2.7.4		e-mail with attachments, both incoming and outgoing;	☐	☐
F2.2.7.5		facsimile messages, both incoming and outgoing.	☐	☐
F2.2.8		The ERMS records the date and time of registration as metadata.	☐	☐

F2.2.9		The ERMS ensures that every registered record has a viewable registry entry that includes metadata specified at configuration time.	☐	☐
F2.2.10		The ERMS allows entry of further descriptive and other metadata at the time of registration and at a later stage of processing.	☐	☐
F2.2.11		Where a document has more than one version, the ERMS allows users to choose at lease one of the following:		
F2.2.11.1		register one version of the document as a record;	☐	☐
F2.2.11.2		register each version of the document as a record;	☐	☐
F2.3.11.3		register all versions of the document as one record.	☐	☐
F2.2.12		The ERMS allows a user to pass electronic records to another user to complete the process of capture.	☐	☐
F2.2.13		For electronic records that are constructed of more than one component, the ERMS provides the following functions:		
F2.2.13.1		handle the record as a single indivisible record, retaining the relationship between the components;	☐	☐
F2.2.13.2		retain the record's structural integrity;	☐	☐
F2.2.13.3		support later integrated retrieval, display, management;	☐	☐
F2.2.13.4		manage disposal of all components of the electronic record as a whole unit (i.e., in one operation);	☐	☐
F2.2.13.5		The ERMS issues a warning if a user attempts to register a document that has already been registered in the same file.	☐	☐
F2.2.14		The ERMS supports the capture of common forms of office documents as records. These include both simple and compound document format types; e.g.:		
F2.2.14.1		Simple: presentations, spreadsheets (at minimum, all MS office document types); e-mail messages (at a minimum, GroupWise); text, images, facsimiles;	☐	☐
F2.2.14.2		Compound: electronic mail with attachments, desktop publishing, web pages, graphics, and “layered" documents generated from database or GIS applications.	☐	☐
F2.2.15		The ERMS supports the ability to capture completed forms, including both the form content and the original structure of the form at the time of data entry.	☐	☐
F2.2.16		The document formats supported are extendable as new formats are introduced.	☐	☐
F2.2.17		The ERMS captures the following types of documents:		
F2.2.17.1		electronic calendars;	☐	☐
F2.2.17.2		information from other computer applications e.g., Accounting, Payroll, Computer Aided Design, GIS;	☐	☐
F2.2.17.3		scanned paper documents;	☐	☐
F2.2.17.4		voice mail or digital records;	☐	☐
F2.2.17.5		video clips;	☐	☐
F2.2.17.6		digital schematics and maps;	☐	☐
F2.2.17.7		structured data (e.g., EDI transactions);	☐	☐
F2.2.17.8		databases;	☐	☐
F2.2.17.9		multimedia documents.	☐	☐

F2.2.18		The ERMS does not impose any practical limit on the number of records, which can be captured in a file, or on the number of records, which can be stored in the ERMS.	☐	☐
F2.2.19		The ERMS allows a compound document to be captured in either of two ways:		
F2.2.19.1		as a single compound record;	☐	☐
F2.2.19.2		as a series of linked simple records, one per component of the compound document.	☐	☐
F2.2.20		The ERMS provides seamless integration with, and continued support for existing document creating and filing tools, such as MS Word and Windows Explorer, etc.	☐	☐
F2.2.20.1		For example, when using MS word/Explorer, etc with records in the ERMS repository, the File Open command results in check-out; the File Save command results in check in.	☐	☐
F2.2.20.2		The ERMS allows users to process and capture their incoming e-mail messages from within their e-mail system. The user is able to process each e-mail in the inbox, from within their e-mail system, as follows:	☐	☐
F2.2.20.3		view each mail message and indication of its attachments (if any);	☐	☐
F2.2.20.4		view the contents of the attachments using multi-format document viewer;	☐	☐
F2.2.20.5		register the e-mail message and its attachments as a new record in ERMS;	☐	☐
F2.2.20.6		link the mail message and its attachments to an existing record in ERMS.	☐	☐
F2.3		***Redaction (Creation of Record Extracts)***	**Meets Reqr**	**Out of Box**
		It is sometimes necessary to make available records containing sensitive information. In such cases, there may be a need to remove the sensitive information, without affecting the underlying record. The process is referred to here as redaction, and the ERMS stores both the original record and the redacted copy, which is called an "extract" of the record.		
F2.3.1		The ERMS allows authorized users to take a copy of a record, for the purposes of redaction.	☐	☐
F2.3.2		The ERMS provides functionality for removing or hiding sensitive information from the extract, to include at least:		
F2.3.2.1		removal of individual pages of a multi-page image record;	☐	☐
F2.3.2.2		addition of opaque rectangles to obscure sensitive names or words;	☐	☐
F2.3.2.3		other means of hiding or extracting sensitive information;	☐	☐
F2.3.2.4		any other features required for video or audio formats if present.	☐	☐
F2.3.4		The ERMS ensures that none of the removal or hidden information could ever be seen in the extract.	☐	☐
F2.3.5		When an extract is created, the ERMS records its creation in the record's metadata, including at least date, time, reason for creation and creator.	☐	☐
F2.3.6		The ERMS prompts the creator of an extract to assign it to a file.	☐	☐
F2.3.7		The ERMS stores a cross-reference to an extract in the same file and folder as the original record, even if that file folder is closed.	☐	☐
F2.4		***Batch Importing***	**Meets Reqr**	**Out of Box**

F2.4.1		The ERMS provides the capability for authorized individuals to bulk load, as a minimum, pre-existing:		
F2.4.1.1		file and folder records;	☐	☐
F2.4.1.2		electronic records;	☐	☐
F2.4.1.3		records profiles.	☐	☐
F2.4.2		The ERMS provides the ability to capture transactional documents generated by other systems. This includes:		
F2.4.2.1		supporting predefined batch file transaction imports;	☐	☐
F2.4.2.2		providing edit rules to customize the automatic registration of the records;	☐	☐
F2.4.2.3		maintaining data integrity validation.	☐	☐
F2.4.3		The ERMS system provides facilities to manage input queues.	☐	☐
F2.4.4		The ERMS is able to set up multiple input queues for different document types.	☐	☐
F2.5	***Classifying Records***		**Meets Reqr**	**Out of Box**
F2.5.1		The ERMS is capable of ensuring that all records are classified and scheduled in accordance with established schedules and classification schemes.	☐	☐
F2.5.2		The ERMS allows user determination of classifications applied to records when they are classified and registered into the system. The system provides classification assists for users including some or all of the following:		
F2.5.2.1		Making subsets of classification schemes accessible to users or roles;	☐	☐
F2.5.2.2		storing lists of recently used classifications or files for users or roles;	☐	☐
F2.5.2.3		suggesting the most recently used classifications or files by users;	☐	☐
F2.5.2.4		suggesting classifications or files that contain related electronic records;	☐	☐
F2.5.2.5		suggesting classifications or files by inference drawn from record metadata elements; for example, significant words used in the document title;	☐	☐
F2.5.2.6		suggesting classifications or files by inference from record contents.	☐	☐
F2.5.3		The ERMS provides an intelligent engine for the above classification and filing suggestions that can:		
F2.5.3.1		learn from past choices made by the user and improve the System's ability to suggest correct classifications or files;	☐	☐
F2.5.3.2		be configured to auto-classify and auto-file records when a user-specified accuracy level is achieved (i.e.., auto-classify if a specified accuracy level is possible, otherwise flag for manual classification).	☐	☐
F2.5.4		The ERMS permits users to move easily between the classification schemas (e.g., primary and secondary records) and lists of existing files when determining appropriate classifications.	☐	☐
F2.5.5		The ERMS identifies any existing files under a chosen classification.	☐	☐
F2.5.6		The ERMS permits the reclassification of records or files. If a file is reclassified, the ERMS ensures the revised data cascades to folders and, if required, records.	☐	☐
F2.5.7		The ERMS supports the classification or reclassification of multiple files in one operation.	☐	☐

F2.5.8		The ERMS allows users to create cross-references (e.g., "see also" type links between related files).	☐	☐
F2.6		***Metadata***	**Meets Reqr**	**Out of Box**
F2.6.1		The ERMS supports the designation of metadata by authorized users and administrators.	☐	☐
F2.6.2		The ERMS allows specific sets of metadata elements to be defined for different kinds of records at configuration time.	☐	☐
F2.6.3		The ERMS restricts the ability to make changes to metadata values to authorized users.	☐	☐
F2.6.4		The ERMS supports the recording of file and volume metadata when a file is created.	☐	☐
F2.6.5		The ERMS supports the entry of the types of file and folder metadata.	☐	☐
F2.6.6		In particular, file and folders metadata include:		
F2.6.6.1		file first record date and file last record date (the date range of the file contents; ideally, cascaded up from folder date ranges);	☐	☐
F2.6.6.2		folder first and last record dates (the date range of the records within the folder);	☐	☐
F2.6.6.3		file schedule trigger date; i.e., the date from which the eligible disposition date is calculated. The ERMS provides that the schedule trigger date to be different than the file last record date or the file closure date.	☐	☐
F2.6.7		The ERMS supports bulk updates of profile information based on specified criteria. The ERMS supports batch input and acquisition of profile information (e.g., to a series of files, or a group of records or multiple folders of a file).	☐	☐
F2.6.8		The ERMS does not present any practical limitation on the number of metadata elements allowed for each item (e.g., file folder, record).	☐	☐
F2.6.9		Where the contents of a metadata element can be related to the functional behavior of the ERMS, the ERMS uses the contents of that element to determine the functionality.	☐	☐
		For example, if the ERMS stores security categories of records and also stores the security clearance of users, then it uses the latter to determine whether a user can or cannot access a record. If the ERMS only stores the clearances and categories as text fields which are not used to control access, this requirement is not met.		
F2.6.10		The ERMS supports at least the following metadata element formats:		
F2.6.10.1		alphabetic;	☐	☐
F2.6.10.2		alphanumeric;	☐	☐
F2.6.10.3		numeric;	☐	☐
F2.6.10.4		date;	☐	☐
F2.6.10.5		logical (i.e., yes/no, true/false).	☐	☐
F2.6.11		The ERMS supports the ability to extract metadata elements automatically from records when they are captured.	☐	☐
		Examples include the automatic extraction of dates, titles, recipient names and reference numbers from work documents or structured transaction documents such as forms or invoices.		

F2.6.12		The ERMS allows the Administrator to define at configuration time whether each metadata element is mandatory or optional and whether it is searchable.	☐	☐
F2.6.13		Where metadata element values are entered manually, the ERMS support persistent default values, which are user-definable.	☐	☐
		A persistent default appears as the default in the data entry field for each item in succession until a user changes it. Once changed, the new value remains, i.e., becomes persistent.		
F2.6.14		The ERMS allows configuration such that any metadata element can be used as a search field in a non-structured search (e.g., a free text search).	☐	☐
F2.6.15		The ERMS is able to acquire metadata from:		
F2.6.15.1		the document-creating application package or operating system or network software;	☐	☐
F2.6.15.2		the user at the time of capture or registration;	☐	☐
F2.6.15.3		rules defined at configuration tie for generation of metadata by the ERMS at the time of registration.	☐	☐
F2.6.16		The ERMS allows the values of metadata to be provided automatically from the next higher level in the classification scheme hierarchy.	☐	☐
		For example, for a folder, the value of some of the metadata elements are inherited from its parent file; and for a record, the values of some metadata may be inherited from the folder into which it is stored.		
F2.6.17		The ERMS supports validation of metadata when users enter the metadata, or when it is imported. Validation uses at least the following mechanisms:		
F2.6.17.1		format of the element contents;	☐	☐
F2.6.17.2		range of values;	☐	☐
F2.6.17.3		validation against a list of values maintained by the Administrator;	☐	☐
F2.6.17.4		a valid classification scheme reference.	☐	☐
		An example of format validation is that the contents are all numeric, or are in a date format. An example of range format validation is that the contents fall in the range between 1 January 1999 and 31 December 2007. An example of validation against a list of values is verifying that an export destination is present on a list.		
F2.6.18		The ERMS supports validation of metadata elements using check digit algorithms.	☐	☐
		For example, files may be identified by a sixteen-digit credit card number, of which the last digit is a check digit computed from the other fifteen digits using the mod 10 algorithm. Provision of an application program interface for this feature, allowing organizations to introduce their chosen algorithm, normally is considered acceptable.		
F2.6.19		The ERMS, where required, supports validation of metadata using calls to another application (e.g., to a personnel system to check whether a personnel number has been assigned, or to a postal code database system).	☐	☐
F2.6.20		The ERMS ensures that folders and records retain their unique identification regardless of location or scheduling status. E.g.:		

F2.6.20.1		folders batched within an accession for offsite transfer retain their individual identity in the batch and it is possible to remove the folders from the accession without undue effort.	☐	☐
F2.6.21		The ERMS supports Archives records center processes for transferring physical records to off-site storage facilities. For example, it supports the entry of the types of off-site transfer metadata.	☐	☐
F2.6.22		In particular, offsite transfer metadata include:		
F2.6.22.1		accession number (7 digit number assigned that identifies more or more batches of containers and folders transferred offsite; number is generated by Archives File maker application);	☐	☐
F2.6.22.2		container number (4 digit number), Agency Name, Series Title, Schedule number, Series number and retention period.	☐	☐
F2.6.23		Once physical folders are boxed, the ERMS supports a simple method of recording the container number in the metadata for each boxed folder (i.e., ability to select multiple folders and record the box number in a single operation).	☐	☐
F2.7	***Searching and Retrieving Records***		**Meets Reqr**	**Out of Box**
		This section describes the functionality required to search for records and their metadata, and to display the records and metadata.		
F2.7.1		The ERMS supports enterprise-wide searching; i.e., a user with the requisite permissions be able to conduct:		
F2.7.1.1		searches of the records of an entire organization unit;	☐	☐
F2.7.1.2		concurrent searches of records across multiple division units and records repositories (e.g., users do not need to conduct separate searches for each organization unit or repository but rather can search across the entire agency).	☐	☐
F2.7.2		The ERMS search mechanisms is integrated and, to users, appears the same for all classification levels.	☐	☐
		In other words, users see the same interface, features and options whether searching for classifications, files or records.		
F2.7.3		The ERMS supports searches of the classification system.	☐	☐
F2.7.4		The ERMS allows the metadata of any object (such as record, folder, file or primary and secondary) to be searched, using the techniques in this section, F2.7 ***Searching and Retrieving Records***.	☐	☐
F2.7.5		The ERMS supports searches of profiles of both physical and electronic records.	☐	☐
F2.7.6		The ERMS searches records profiles regardless of the location (e.g., online or off-line) or scheduling status (e.g., active or semi-active) of the records.	☐	☐
F2.7.7		In the case of files, the ERMS presents seamless functionality across searches for electronic files, hybrid files and physical files.	☐	☐
F2.7.9		The ERMS provides searching tools that cover the following techniques:		
F2.7.9.1		free text searching of combination of record and file metadata elements and record content;	☐	☐
F2.7.9.2		Boolean searching of metadata elements.	☐	☐

F2.7.10		The ERMS provides concept searching by the use of a thesaurus incorporated as on-line index.	☐	☐
F2.7.11		The ERMS provides for "wild card" searching of metadata that allows for forward, backward and embedded expansion.	☐	☐
F2.7.12		The ERMS provides work proximity searching that can specify that a word has to appear within a given distance of another word in the record to qualify as a hit.	☐	☐
F2.7.13		The ERMS provides browsing mechanisms that provides graphical or other display browsing techniques at the classification, file/folder and records levels (including selection, retrieval and display of electronic files and their contents).	☐	☐
F2.7.14		The ERMS allows users to save and re-use queries.	☐	☐
F2.7.15		The ERMS allows users to refine (i.e., narrow) searches.	☐	☐
F2.7.16		The ERMS allows the use of named time intervals in search requests, e.g., "last week", "this month".	☐	☐
F2.7.17		The ERMS provides relevance ranking of search results.	☐	☐
F2.7.18		When viewing or working with a record or aggregation (e.g., file or class) of records, whether as the result of a search, or not, a user is able to use ERMS features to find information about the next-higher level of aggregation of records easily and without leaving or closing the record.	☐	☐
		For example, when reading a record, the user is able to find out what volume and file it is in; if viewing file metadata, the user is able to find out information about the primary-secondary in which it is located.		
	Display/Retrieval			
		An ERMS may contain records with different formats and structures. The user requires generic viewing facilities that will accommodate rendering (displaying) a range of formats.		
F2.7.19		The ERMS render records retrieved from searches.	☐	☐
		If the ERMS is storing records in a proprietary application format, it may be acceptable for the rendering to be performed by an application outside the ERMS.		
F2.7.20		The ERMS provides display formats, configurable by users, for search results having the functions listed below:		
F2.7.20.1		select the order in which the search results are presented;	☐	☐
F2.7.20.2		specify the number of hits displayed on the screen per view from the search;	☐	☐
F2.7.20.3		set the maximum number of hits for a search;	☐	☐
F2.7.20.4		save the search results;	☐	☐
F2.7.20.5		choose which metadata fields are displayed in search result lists.	☐	☐
F2.7.21		The ERMS displays the total number of hits from a search on the user's screen and allows the user to then display the search results (the "hit list'), or refine his or her search criteria and issue another request.	☐	☐
F2.7.22		The ERMS allows records, files etc. listed in a hit list to be selected and opened (subject to access controls) by a single click or keystroke.	☐	☐

F2.7.23		The ERMS is able to search for and retrieve a complete electronic file, or file folder and all its contents and contextual metadata, and render all, and only those entries in the context of that file as a discrete group and in a single retrieval process.	☐	☐
F2.7.24		The ERMS renders records that the search request has retrieved without loading the associated application software.	☐	☐
F2.7.25		The ERMS is able to render all the types of electronic records specified by the organization in a manner that preserves the information of the records (e.g., all the features of visual presentation and layout produced by the generating application package), and which renders all components of an electronic record together.	☐	☐
F2.7.26		The ERMS ensures that retrieval of a hybrid file retrieves the metadata for both electronic and paper records associated with it.	☐	☐
F3	***Scheduling Management***			
		One of the primary purposes of the ERMS is to automate the retention and disposition of electronic records and to facilitate the retention and disposition of records in traditional media. Retention periods and disposition decisions are identified in records schedules.		
		Requirements for establishing, maintaining, and calculating retention periods are listed in section F3.1. Requirements for the processes that take place at the data specified by the retention periods are described in subsequent sections.		
		Requirements for review and approval processes are listed in Section F3.2 and requirements for transfer, export and destruction are listed in Section F3.3		
F3.1	***Managing Records Schedules***		**Meets Reqr**	**Out of Box**
F3.1.1		The ERMS provides a function that specifies retention schedules, calculates retention periods and eligible disposition dates, automates reporting and destruction actions, and provides integrated facilities for exporting records and metadata.	☐	☐
F3.1.2		Every record of a file is governed by the retention period(s) associated with that file.	☐	☐
F3.1.3		ERMS provides functionality to enable all components of a file to be retained and disposed of as a unit, even if folders are maintained in different locations and in different media and formats, for example, "hybrid" files.	☐	☐
F3.1.4		For each file, the ERMS :		
F3.1.4.1		automatically tracks retention periods that have been allocated to the file;	☐	☐
F3.1.4.2		initiates the disposal process once the end of the retention period is reached.	☐	☐
F3.1.5		The ERMS is capable of associating more than one retention period with any secondary of the classification scheme.	☐	☐
F3.1.6		The ERMS allows organization units to use one or more schedules simultaneously.	☐	☐
F3.1.7		The ERMS allows authorized users to change or amend any retention period allocated to any file at any point in the life of the file.	☐	☐
F3.1.8		ERMS requires determination of a file's primary status when the file is classified.	☐	☐

F3.1.9		The Administrator has the option to restrict the choice of an office of Primary Responsibility (OPR) or non-OPR retention periods for specified secondary (e.g., the Payroll office will have only the OPR option for Employee Pay Files, while all other offices will have only the non-OPR option).	☐	☐
F3.1.10		ERMS allows the Administrator to designate an organizational unit as governed by special schedule or defining an aggregation of files as governed by a special schedule, regardless of classification numbers applied to file(s).	☐	☐
F3.1.11		When an Administrator moves files or records between secondary of the classification scheme, the ERMS optionally allows the retention period of the destination secondary to replace the existing retention period(s) applying to these records.	☐	☐
F3.1.12		The ERMS supports reporting and analysis tools for the management of retention and disposition schedules by the Administrator, including the ability to:		
F3.1.12.1		list all retention schedules;	☐	☐
F3.1.12.2		list all files to which a specified retention schedule is assigned.	☐	☐
F3.1.13		The ERMS supports retention periods that are based on time (such as a calendar year or a fiscal year), trigger events (known as "superseded or obsolete" or "SO"), or time - event retentions (superseded or obsolete plus a period of time).	☐	☐
F3.1.14		The ERMS supports retention periods of time from one month to five hundred years.	☐	☐
F3.1.15		The ERMS calculate retention period for the file based on "scheduling date". The "scheduling date" may be the date upon which a defined cycle end (e.g., March 31), or the date upon which a trigger event occurs (e.g., Contract ends), or a decision is made (e.g., information no longer required).	☐	☐
F3.1.16		The ERMS allows at least the following decisions for each retention period:		
F3.1.16.1		retain permanently;	☐	☐
F3.1.16.2		present for review at a future date, as defined below;	☐	☐
F3.1.16.3		destroy at a future date, as defined below;	☐	☐
F3.1.16.4		transfer at a future date, as defined below.	☐	☐
F3.1.17		Each retention schedule allows the retention periods to be specified for a future date, with the date being specified in at least the following ways:		
F3.1.17.1		passage of a specified period of time after the file is opened;	☐	☐
F3.1.17.2		passage of a specified period of time after the file is closed;	☐	☐
F3.1.17.3		elapse of a specified interval since assignment of the last record to the file;	☐	☐
F3.1.17.4		elapse of a specified interval since a record was retrieved from the file;	☐	☐
F3.1.17.5		elapse of a specified interval since a specific event described in the schedule that result in a notification being sent to the ERMS from the Administrator (rather than being detected automatically by the ERMS).	☐	☐
		While the above is generally inclusive, it is possible that some kinds or records will have types of retention requirements not listed here.		
F3.1.18		The ERMS, by default, prevents the user from adding electronic records to a closed file.	☐	☐

F3.1.19		The ERMS permits authorized users to suspend the retention period and final disposition of a file(s). The suspension ("hold") is applied at the file level and affects all components of the file.	☐	☐
F3.1.19.1		ERMS permits authorized users to lift "holds".	☐	☐
F3.1.19.2		ERMS supports the placing or lifting of holds on single files and classes of files.	☐	☐
F3.2	***Applying Retention Periods, Including Review and Approval***		**Meets Reqr**	**Out of Box**
		The records officer is required to review and approve any transfer or disposition actions to ensure that users are using the retention schedules correctly. The ERMS have functionality to assist users in determining which records are ready for transfer or disposal, and to assist records officers in reviewing the application of records schedules.		
F3.2.1		The ERMS supports the creation of reports ("pull lists") listing all open files that have reached the end of their active retention period and are eligible for transfer or disposition. The lists are organized to facilitate boxing of physical files, that is, by final disposition date and final disposition action (e.g., selective/full retention or destruction).	☐	☐
F3.2.2		The ERMS allows volumes to be transferred off-site even if they are still active.	☐	☐
F3.2.3		The ERMS allows for closed files and folders in off-site storage to be reactivated, or permanently removed from a box and re-entered into the active records management system.	☐	☐
F3.2.4		The ERMS supports box/container management functions, such as:		
F3.2.4.1		calculating the eligible disposition date for the box/container based upon the file with the longest retention period in the box; or	☐	☐
F3.2.4.2		recalculating the eligible disposition date if any files are permanently removed from the box/container.	☐	☐
F3.2.5		The ERMS allows the definition of sets of processing rules to be applied as an alerting facility to specified files, prior to initiation of the disposal process. Specific requirements include the following:		
F3.2.5.1		managers and Administrators be able to review files and contents;	☐	☐
F3.2.5.2		the ERMS notify the Administrator of files with a given security level.	☐	☐
F3.2.6		The ERMS is able to notify the Administrator regularly of all retention periods that will come into force in a specified period of time, and provides quantitative reports on the folders and type of records.	☐	☐
F3.2.7		The Administrator is able to specify the frequency of a retention period report, the information reported and highlighting exceptions such as disposal overdue.	☐	☐
F3.2.8		The ERMS supports the review process by presenting electronic files to be reviewed, with their metadata and retention schedule information (the reason), in a manner which allows the reviewer to browse (i.e., navigate and study) the file contents and metadata efficiently.	☐	☐
		In practice, this implies features for navigating forward, back etc. within and between files, and from/to the metadata for files and records.		

F3.2.9		The ERMS alerts the Administrator if an electronic file/record that is due for destruction is referred to in a link from another file/record; and pauses destruction process to allow the following remedial actions to be taken:		
F3.2.9.1		confirmation by the Administrator to proceed with or cancel the process; and	☐	☐
F3.2.9.2		the generation of a report detailing the files or records and all references or links for which it is a destination.	☐	☐
F3.2.10		The ERMS allows the reviewer to take at least any of the following actions for each file during review:		
F3.2.10.1		mark the file for deletion;	☐	☐
F3.2.10.2		mark the file for transfer;	☐	☐
F3.2.10.3		change the retention period (or assign a different schedule) so that the file is retained and re-reviewed at a later date.	☐	☐
F3.2.11		The ERMS allows the reviewer to enter comments into the file's metadata to record the reasons for the review decisions.	☐	☐
F3.2.12		The ERMS alerts the Administrator to files due for disposal before implementing disposal actions; and on confirmation from the Administrator the ERMS is capable of initiating the disposal actions.	☐	☐
F3.2.13		The ERMS stores in the audit trail all decisions taken by the reviewer during reviews.	☐	☐
F3.2.14		The ERMS provides, or supports the ability to interface with, a workflow facility to support the scheduling, review and export/transfer process, by tracking:		
F3.2.14.1		progress/status of the review, such as awaiting or in-progress, details of reviewer and date;	☐	☐
F3.2.14.2		records awaiting disposal as a result of a review decision;	☐	☐
F3.2.14.3		progress of the transfer process.	☐	☐
F3.2.15		The ERMS is able to accumulate statistics of review decisions in a given period and provide tabular and graphical reports on the activity.	☐	☐
F3.3	***Disposition and Transfer /Export***		**Meets Reqr**	**Out of Box**
		Disposition refers to the destruction of records or the transfer of the legal custody (ownership) of the records to an agency external to government (i.e., Archives).		
		Transfer/export indicates transfer of physical records to off-site storage facilities and/or transfer or export of electronic records to external systems. For example, it may be necessary to export file/folders to another ERMS and it will be necessary to export transfer/export selected file/folders of records to the Archives for permanent preservation.		
		Transfer/export will include both record content and descriptive material relating to record context, such as file structure, file/folder and record metadata. To support the process of review and preparation for transfer, it may be necessary to add free text annotations as metadata at the file/folder level, such as: the primary/secondary classifications to be used for records transferred to a new organization; the reasons for transfer/disposition decisions; accession numbers or other data supplied by Archives for use in archival finding aids; etc.		
	Disposition			

F3.3.1		The ERMS permits disposition to be processed for files covered by approved records schedules only (i.e., not for files linked to draft schedules).	☐	☐
F3.3.2		All volumes/records associated with a file are disposed before the disposition of the file is confirmed by the ERMS.	☐	☐
F3.3.3		The ERMS provides orderly processes supporting the application of a records schedule's disposition instructions, including processes for:		
F3.3.3.1		review of the electronic file/folder and contents;	☐	☐
F3.3.3.2		export of the electronic file/folder and contents for permanent preservation;	☐	☐
F3.3.3.3		destruction of the electronic file/folder and contents.	☐	☐
F3.3.4		The ERMS requires approval by a Records Officer or authorized delegate before permitting or performing destruction of any record.	☐	☐
F3.3.5		The ERMS allows individual and batch destruction action upon authorized approval and confirmation.	☐	☐
F3.3.6		The ERMS enable the total destruction of files and records that are stored on rewritable media, by completely obliterating them so that they cannot be restored by use of specialist data recovery facilities.	☐	☐
F3.3.7		If records are stored on write-once media, the ERMS provides facilities to prevent access to them so that they cannot be restored by normal use of the ERMS or by standard operating system utilities.	☐	☐
F3.3.8		The ERMS supports documentation of on-site records destruction of both electronic and physical records (i.e., destruction of records not stored in off-site storage facilities managed by Archives). This documentation includes lists of file/records eligible for destruction, reports documenting authorizations or justification not to destroy, and date of completed destruction.	☐	☐
	Transfer/Export (e.g., to other ERMS or to Archives).			
F3.3.9		The ERMS provides a well-documented and tracked process to transfer records to another system or to a third party organization.	☐	☐
F3.3.10		The ERMS supports the flagging of electronic file/folders and groups of file/folders for export to another ERMS, or for transfer to the Archives for permanent preservation.	☐	☐
F3.3.11		The ERMS is able to identify and list electronic file/folders marked for permanent preservation as their disposal schedules come into force.	☐	☐
F3.3.12		The ERMS provides the ability to:		
F3.3.12.1		add user-defined metadata elements (e.g., elements required for archival management purposes) to electronic file/folders selected for transfer.	☐	☐
F3.3.12.2		sort electronic files/folders selected for transfer into ordered lists according to user-defined metadata elements.	☐	☐
F3.3.12.3		generate user-defined forms to describe electronic files/folders that are being exported or transferred.	☐	☐
F3.3.13		Where an ERMS does not support the addition of metadata to electronic file/folders selected for export or transfer, and the sorting of files/folders into ordered lists, it interfaces with an appropriate package (for example a report management package) for this purpose.	☐	☐

F3.3.14		The ERMS supports transfer of electronic records to Archives in both native and non-proprietary formats (XML preferred).	☐	☐
F3.3.15		The ERMS ensures profile information is available for files transferred to the legal custody of the Archives are available in standard, non-proprietary format (XML preferred).	☐	☐
F3.3.16		The ERMS provides a utility or conversion tool to support the rendition of records marked for transfer or export into specified transfer format(s), e.g.:		
F3.3.16.1		extensible mark-up language (XML);	☐	☐
F3.3.16.2		single page TIFF images (TIFF, version 6.0 with lossless compression);	☐	☐
F3.3.16.3		delimited (e.g., Comma Separated Variable Length).	☐	☐
F3.3.17		Where an ERMS does not support the rendering of records and file/folders marked for transfer into an approved transfer format, it interfaces with an appropriate package or conversion utility for this purpose.	☐	☐
F3.3.18		Where the ERMS transfers the contents of any primary classifications, files or folder, the transfers include:		
F3.3.18.1		all files in a primary class (for classes);	☐	☐
F3.3.18.2		all folders below the file in the hierarchy (for files);	☐	☐
F3.3.18.3		all records in all these files and folders;	☐	☐
F3.3.18.4		all metadata associated with the files, records and folders.	☐	☐
F3.3.19		The ERMS is able to export a whole electronic file or entire set of files within a primary classification in one sequence of operations, such that:		
F3.3.19.1		the content and appearance of the electronic records are not degraded;	☐	☐
F3.3.19.2		all components of an electronic record, when the record consists of more than one component, are exported as an integral unit; for example, an e-mail message with associated file attachment;	☐	☐
F3.3.19.3		all metadata associated with an electronic record is linked to the record to which it belongs;	☐	☐
F3.3.19.4		all electronic records with a specific file/folder remain associated with that file/folder;	☐	☐
F3.3.19.5		all electronic file/folder metadata is exported and remains associated with that electronic file/folder.	☐	☐
F3.3.20		The ERMS is able to export groups of electronic files/folders, or an entire primary of the classification schema in one sequence of operations, such that all conditions of the above requirement are met, and:		
F3.3.20.1		the relative location of each file/folder in the electronic file plan structure is maintained, so that the file/folder structure can be reconstructed;	☐	☐
F3.3.20.2		all file/folder metadata at higher points in the hierarchy is retained with that file/folder.	☐	☐
F3.3.21		Whenever the ERMS transfers or exports records, the ERMS must be able to include a copy of all the audit trail data associated with the files, folders and records being transferred.	☐	☐

F3.3.22		The ERMS is able to export multiple entries, where an electronic file/folder to be exported contains a pointer rather than the physical record; at a minimum, by achieving this effect through duplication of records to be exported.	☐	☐
F3.3.23		The ERMS is able to export and transfer multiple entries (i.e., links between a physical record and its entry in more than one file/folder) without duplication of records.	☐	☐
F3.3.24		The ERMS produces a report detailing any failure during a transfer, export or deletion. The report identify any records destined for transfer which have generated processing errors, and any files or records and associated metadata which are not successfully transferred, exported or deleted.	☐	☐
F3.3.25		The ERMS retain all electronic files that have been transferred, at least until confirmation of a successful transfer process.	☐	☐
F3.3.26		Where hybrid files are to be transferred, exported or destroyed, the ERMS requires the Administrator to confirm that the paper part of the same files has been transferred, exported or destroyed before transferring, exporting or destroying the electronic part.	☐	☐
F3.3.27		The ERMS allows records to be transferred or exported more than once.	☐	☐
F3.3.28		The ERMS has the ability to retain metadata for files and records that have been destroyed or transferred.	☐	☐
F3.3.29		The ERMS allows the Administrator to specify a subset of file metadata that will be retained for files destroyed, transferred out or moved offline, which can be indexed and retrieved alongside metadata for existing records, to indicate the absence of sought items.	☐	☐
F3.3.30		The ERMS supports the selection and export of electronic record and file/folders metadata, independently from record content, in a form suitable for migration to a web-based environment.	☐	☐
F4		***Preservation and ongoing access***	**Meets Reqr**	**Out of Box**
F4.1.1		The ERMS is capable of supporting the preservation of records beyond the anticipated life cycle of their source applications, by enabling the following preservation metadata to be captured in the records profiles:		
F4.1.1.1		file names;	☐	☐
F4.1.1.2		hardware dependencies;	☐	☐
F4.1.1.3		operating system dependencies;	☐	☐
F4.1.1.4		application software dependencies (application names and versions);	☐	☐
F4.1.1.5		file formats;	☐	☐
F4.1.1.6		resolution;	☐	☐
F4.1.1.7		compression algorithm version and parameters;	☐	☐
F4.1.1.8		encoding scheme;	☐	☐
F4.1.1.9		rendition information.	☐	☐
F4.1.2		The ERMS is able to retrieve records throughout their required retention periods by utilizing storage media with appropriate long-term life expectancy ratings and enabling the replacement of media, hardware, and software components to address component obsolescence.	☐	☐

F4.1.3		The ERMS maintains internal integrity (relational integrity or otherwise) at all time, regardless of maintenance activities; other use actions; failure of system components.	☐	☐
F4.1.4		The ERMS includes features for the automated periodic comparison of copies of information, and the replacement of any copy found to be faulty, to guard against media degradation.	☐	☐
F4.1.5		The ERMS allows the bulk conversion of records (with their metadata and audit trail information) to other media and systems in line with the standards relevant for the formats in use.	☐	☐
F4.1.6		The ERMS supplier has a demonstrable program in place for upgrades to the ERMS technology base that allows for the existing information to continue to be accessed without changes to the content.	☐	☐
F4.1.7		The ERMS uses only widely accepted standards that are the subject of open and publicly available specifications for encoding, storage and database structures.	☐	☐
F4.1.8		If the ERMS uses any proprietary encoding or storage or database structures, these are fully documented, with the documentation being available to the Administrator.	☐	☐
F5	***Security***			
		Security requirements include the ability to protect records from unauthorized destruction; define security categories for records; control user access to records and to system functions; maintain audit trails of system activities, and provide backup and recovery controls, including recovery of vital records.		
F5.1	***Deletion of Records***		**Meets Reqr**	**Out of Box**
F5.1.1		The ERMS allows a default or option that prevents any record, once captured, from being deleted or moved by any Administrator or user. This means that any requirement for an Administrator to consider a record as "deleted" or "re-located" means that the record is marked appropriately, and in the case of re-location, a copy or pointer is inserted at the new location. This requirement does not affect transfer or destruction of records in accordance with a retention schedule.	☐	☐
F5.1.2		The ERMS allows an option at configuration time, as an alternative to the deletion option specified above in F5.1.1, that "deletion" of a record is implemented as destruction of that record.	☐	☐
F5.1.3		If the ERMS is configured so that "deletion" of a record is implemented as destruction of that record, the ERMS, in the event of any such deletion:		
F5.1.3.1		records the deletion comprehensively in the audit trail;	☐	☐
F5.1.3.2		produces an exception report for the Administrator;	☐	☐
F5.1.3.3		deletes the entire contents of a file or volume when it is deleted;	☐	☐
F5.1.3.4		ensures that no documents are deleted if their deletion would result in a change to another record (for example if a document forms a part of two records - one of which is being deleted);	☐	☐

F5.1.3.5		highlights to the Administrator any links from another file, or record to a file or folder that is about to be deleted, requesting confirmation before completing the deletion;	☐	☐
F5.1.3.6		maintains complete integrity of the metadata at all times.	☐	☐
F5.2	***Records Security Categories***		**Meets Reqr**	**Out of Box**
F5.2.1		The Administrator is able to change the security category of individual records.	☐	☐
F5.2.2		The able to change the security category of all records in a file or class in one operation; the ERMS provides a warning if any records are having their security category lowered, and await confirmation before completing the operation.	☐	☐
F5.2.3		The ERMS records full details of any change to security category in the metadata of the record, volume or file affected.	☐	☐
F5.2.4		The ERMS records the date on which a security classification should be reviewed.	☐	☐
F5.2.5		Where files have security categories, the ERMS ensures that a hybrid physical file is allocated the same security category as an associated hybrid electronic file.	☐	☐
F5.2.6		The ERMS includes the ability to control access to records based on intellectual property restrictions, and generate charging data.	☐	☐
F5.3	***User Access/Authentication***		**Meets Reqr**	**Out of Box**
F5.3.1		The ERMS integrates with security protocols, user authentication models and access control methods commonly deployed in similar government and industry environments; i.e., :		
F5.3.1.1		integrate with Novell Edirectory or Microsoft Active Directory for user authentication;	☐	☐
F5.3.1.2		provide mechanism to deal with document authentication, non-repudiation, integrity and privacy;	☐	☐
F5.3.1.3		provide methods to manage changing security policies.	☐	☐
F5.3.2		The ERMS integrates with common authentication services for access to existing and emerging document-related services. It does this by:		
F5.3.2.1		incorporating security tables established through the ID assigned to employees and authorized personnel;	☐	☐
F5.3.2.2		providing a login that uses or is unified with that of the LAN;	☐	☐
F5.3.2.3		allowing users and groups to be imported from the operating system.	☐	☐
F5.3.3		The ERMS allows the Administrator to limit access to records, file and metadata to specified users or user groups.	☐	☐
F5.3.4		The ERMS allows the Administrator to attach to the user profile attributes that determine the features, metadata fields, records or file to which the user has access. The attributes of the profile :		
F5.3.4.1		prohibit access to the ERMS without an accepted authentication mechanism attributed to the user profile;	☐	☐
F5.3.4.2		restrict user access to specific files or records;	☐	☐
F5.3.4.3		restrict user access to specific parts of the classification scheme;	☐	☐
F5.3.4.4		restrict user access according to the users' security clearance;	☐	☐

F5.3.4.5		restrict user access to particular features (e.g., create, read, up-date and delete specific metadata fields; change records profile metadata, open/close files/folders, register records, perform scheduling activities, dispose of physical and electronic records, etc.);	☐	☐
F5.3.4.6		deny access after a specified date;	☐	☐
F5.3.4.7		allocate users to a group or groups.	☐	☐
F5.3.5		The Administrator is able to change any user-entered metadata element. Information about any such change is stored in the audit trail.	☐	☐
F5.3.6		The ERMS is able to provide the same control functions for roles as for users.	☐	☐
		This feature allows administrators to manage and maintain a limited set of role access rights rather than a larger number of individual users. Example of roles might include Records Officer, Records Clerk, and Database Administrator.		
F5.3.7		The ERMS is able to set up groups of users that are associated with a set of files or records.	☐	☐
		Examples of groups might be Personnel, project working groups.		
F5.3.8		The ERMS allows a user to be a member of more than one group.	☐	☐
F5.3.9		The ERMS allows only Administrators to set up user profiles and allocate users to groups.	☐	☐
F5.3.10		The ERMS allows a user to stipulate which other users or groups can access records for which the user is responsible.	☐	☐
F5.3.11		The ERMS allows changes to security attributes for groups or users (such as access rights, security level, privileges, password allocation and management) to be made only by Administrators.	☐	☐
F5.3.12		The ERMS supports establishment of permissions that control scope of user searches (e.g., within specified divisional units; across specified divisional units; entire agency).	☐	☐
F5.3.13		The ERMS does not display record/folder/file information unless the user has access permissions for information.	☐	☐
F5.3.14		If a user requests access to, or searches for, a record, folder or file which he or she does not have the right to access, the ERMS provides each of the following responses (one selected at configuration time):		
F5.3.14.1		display title and metadata;	☐	☐
F5.3.14.2		display the existence of a file or record (i.e., display its file or record number) but not its title or other metadata;	☐	☐
F5.3.14.3		do not display any record information or indicate its existence in any way.	☐	☐
F5.3.15		If a user performs a full text search, the ERMS never includes in the search result list any record that the user does not have the right to access.	☐	☐
F5.3.16		If the ERMS allows users to make unauthorized attempts to access files, folders or records, it logs these in the audit trail.	☐	☐
		It will be acceptable for this feature to be controllable so that it only applies to administrator specified security categories.		
F5.3.17		The ERMS provides the capability to limit users' access to parts of the file list (as specified at configuration time).	☐	☐

F5.3.18		The ERMS includes features to control and record access to physical files, including controls based on security category, which are comparable to the features for electronic files.	☐	☐
F5.4	***Audit***		**Meets Reqr**	**Out of Box**
F5.4.1		The ERMS creates an unalterable audit trail capable of automatically capturing and storing information about:		
F5.4.1.1		all the actions that are taken upon an electronic record, electronic file or classification scheme;	☐	☐
F5.4.1.2		the user initiating and or carrying out the action;	☐	☐
F5.4.1.3		the date and time of the event.	☐	☐
		The word "unalterable" is to mean that the audit trail data cannot be modified in any way or deleted by any user; the audit trail may be subject to re-organization and copying to removable media if required by, for example, database software, so long as its contents remain unchanged.		
F5.4.2		Once the audit trail functionality has been activated, the ERMS tracks events without manual intervention, and stores information in the audit trail.	☐	☐
F5.4.3		The ERMS maintains the audit trail for as long as required, which will be at least for the life of the electronic records or electronic files to which it refers.	☐	☐
F5.4.4		The ERMS provides an audit trail of all changes made to:		
F5.4.4.1		groups of electronic files;	☐	☐
F5.4.4.2		individual electronic files;	☐	☐
F5.4.4.3		electronic folders;	☐	☐
F5.4.4.4		electronic records;	☐	☐
F5.4.4.5		electronic documents;	☐	☐
F5.4.4.6		metadata associated with any of the above.	☐	☐
F5.4.5		The ERMS provides an audit trail of all changes made to administrative parameters.	☐	☐
		For example, if the Administrator changes a user's access rights.		
F5.4.6		The ERMS is capable of capturing and storing in the audit trail information about the following actions:		
F5.4.6.1		the date and time of capture of all electronic records;	☐	☐
F5.4.6.2		re-classification of an electronic record in another electronic folder;	☐	☐
F5.4.6.3		re-classification of an electronic file within the classification scheme;	☐	☐
F5.4.6.4		any change to the retention schedule of an electronic file;	☐	☐
F5.4.6.5		any change made to any metadata associated with classes, electronic files, or electronic records;	☐	☐
F5.4.6.6		date and time of creation, amendment and deletion of metadata;	☐	☐
F5.4.6.7		changes made to the access privileges affecting an electronic file, electronic record or user;	☐	☐
F5.4.6.8		export or transfer actions carried out on an electronic file;	☐	☐
F5.4.6.9		date and time of a rendition;	☐	☐
F5.4.6.10		deletion and destruction actions on an electronic file or electronic record.	☐	☐

F5.4.7		The ERMS allows the audit trail facility to be configurable by the Administrator so that he or she can select the functions for which information is automatically stored; and the ERMS ensure that this selection and all changes to it are stored in the audit trail.	☐	☐
F5.4.8		The ERMS ensure that audit trail data is available for inspection on request, so that a specific event can be identified and all related data made accessible, and that this can be achieved by authorized external personnel who have little or no familiarity with the system.	☐	☐
F5.4.9		The ERMS is able to export audit trails for specified electronic records, electronic files and groups of files (without affecting the audit trail stored by the ERMS).	☐	☐
F5.4.10		The ERMS is able to capture and store violations (i.e., a user's attempts to access a record, folder or file to which he or she is denied access), and (where violations can validly be attempted) attempted violations of access control mechanisms.	☐	☐
F5.5	***Backup and Recovery***		**Meets Reqr**	**Out of Box**
F5.5.1		The ERMS provides automated backup and recovery procedures that allow for the regular backup of all or selected classification levels (e.g., primaries, secondary), files, records, metadata and administrative attributes of the ERMS repository.	☐	☐
F5.5.2		The ERMS allows the Administrator to schedule backup routines by:		
F5.5.2.1		specifying the frequency of backup;	☐	☐
F5.5.2.2		selecting classification levels (e.g., primaries, secondary; files or records) to be backed up;	☐	☐
F5.5.2.3		selecting storage media, system or location for the backup (e.g., off-line storage, separate system, remote site).	☐	☐
F5.6	***Vital Records***		**Meets Reqr**	**Out of Box**
F5.6.1		The ERMS allows users to indicate that selected records are considered to be "vital records".	☐	☐
F5.6.2		The ERMS allows vital records and other records to be restored in distinct operations (e.g., possible to recover vital records without having to achieve full recovery of all records in the same repository).	☐	☐
F6	***Printing and Reports***			
	Printing		**Meets Reqr**	**Out of Box**
F6.1.1		The ERMS provides the user with flexible ways of printing records and their relevant metadata, including the ability to print a record(s) with metadata specified by the user.	☐	☐
F6.1.2		The ERMS allows the printing of metadata for a file.	☐	☐
F6.1.3		The ERMS allows the user to be able to print out a summary list of selected records (e.g., the contents of a file), consisting of a user-specified subset of metadata elements (e.g., Title, Author, Creation date) for each record.	☐	☐
F6.1.4		The ERMS allows the Administrator to specify that all printouts of records have selected metadata elements appended to them, e.g., title, registration number, data, security category.	☐	☐
F6.1.5		The ERMS allows users to print search result hit lists.	☐	☐

F6.1.6		The ERMS allows users to print search parameters.	☐	☐
F6.1.7		The ERMS allows the Administrator to print any and all administrative parameters.	☐	☐
F6.1.8		The ERMS allows Administrator to print a thesaurus (e.g., schema of authorized/controlled indexing terms).	☐	☐
F6.1.9		The ERMS allows Administrators to print file lists.	☐	☐
F6.1.10		The ERMS allows Administrators to print audit trails.	☐	☐
F6.1.11		The ERMS is able to print (at minimum) all common forms of government office records (e.g., MS Office and Novell GroupWise records). Printing :		
F6.1.11.1		preserve the layout produced by the generating application;	☐	☐
F6.1.11.2		include all (printable) components of the electronic record.	☐	☐
F6.2	***Reporting***		**Meets Reqr**	**Out of Box**
F6.2.1		The ERMS :		
F6.2.1.1		provides "canned" (pre-defined) reports;	☐	☐
F6.2.1.2		supports or link to an external application to support ad-hoc reports.	☐	☐
F6.2.2		The ERMS provides the capability to produce / export reports in common and preferably non-proprietary electronic formats, including:		
F6.2.2.1		XML;	☐	☐
F6.2.2.2		PDF.	☐	☐
F6.2.3		The ERMS supports reports based on user criteria in order to perform location management functions to specified file/folders, (i.e., inventories of holdings, box content file lists, audit reports, security reports, etc).	☐	☐
F6.2.4		The ERMS supports eligibility reports (pull lists) based on user criteria to perform scheduling management actions, and organize reports as required by users. These reports :		
F6.2.4.1		identify missing or charged out files and folders;	☐	☐
F6.2.4.2		note "holds" (or not bring up "holds") - all files are eligible;	☐	☐
F6.2.4.3		arrange information in a way that facilitates the placement of volumes in boxes by final disposition date and final disposition type (like with like). The pull lists are based on profile data and classification data.	☐	☐
F6.2.5		The ERMS is able to produce standard box content file lists showing for each file/folder at minimum: the schedule, primary, secondary, file and folder numbers; primary, secondary and file title/codes; OPR designation; and the earliest/latest record dates.	☐	☐
F6.2.6		The ERMS supports management reports (statistics, usage, errors, etc.) for records officer reporting.	☐	☐
F6.2.7		The ERMS supports audit reports based on security parameters, use, access etc.	☐	☐
F6.2.8		The ERMS is able to produce a report listing of files and folders, structured to reflect the classification scheme, for all or part of the classification scheme.	☐	☐
F6.2.9		The ERMS includes features for sorting and selecting report information.	☐	☐

F6.2.10		The ERMS includes features for totaling and summarizing report information.	☐	☐
F6.2.11		The ERMS allows authorized users to request regular periodic reports and one-off reports.	☐	☐
F6.3	***Labeling***		**Meets Reqr**	**Out of Box**
F6.3.1		ERMS is able to generate labels for the components of a file (e.g., file folders, filebacks, binders, tapes, and other physical containers of records).	☐	☐
F6.3.2		The ERMS supports:		
F6.3.2.1		the printing and recognition of bar codes;	☐	☐
F6.3.2.2		other tracking systems (e.g., to automate the data entry for tracking physical box/file movements).	☐	☐
F6.3.3		An authorized user is able to specify content of a label (fields that will print).	☐	☐
F6.3.4		A user is able to specify number of labels to print (single, multiple, or batch).	☐	☐
F6.3.5		A user is able to generate different formats for file labels and folders labels.	☐	☐
F7	***Administrative Functions***			
F7.1	***General Systems Administration***		**Meets Reqr**	**Out of Box**
F7.1.1		The ERMS allows Administrators, in a controlled manner and without undue effort, to retrieve, display and re-configure systems parameters and choices made at configuration time - for example, on elements to be indexed - and to re-allocate users and functions to user roles.	☐	☐
F7.1.2		The ERMS provides back-up facilities, and features to rebuild forward using restored back-ups and audit trails, while retaining system integrity.	☐	☐
		In other words, the ERMS includes functionality to recreate the records and metadata to a known status, using a combination of restored back-ups and audit trails.		
F7.1.3		The ERMS provides recovery and rollback facilities in the case of system failure or update error, and notify Administrators of the results.	☐	☐
		In other words, the ERMS allows Administrators to "undo" a series of transactions until a status of assured database integrity is reached. This is only required when error conditions arise.		
F7.1.4		The ERMS monitors available storage space, and notify Administrators when action is needed because available space is at a low level or because it needs other administrative attention.	☐	☐
F7.1.5		The ERMS monitors error rates occurring on storage media, and report to the Administrator any medium or device on which the error rate is exceeding a parameter set at configuration time.	☐	☐
		This particularly applies to optical media.		
F7.2	***Administrative Reports***		**Meets Reqr**	**Out of Box**

F7.2.1		The ERMS provides flexible reporting facilities for the Administrator. These reporting facilities include, at a minimum, the ability to report the following items:		
F7.2.1.1		numbers of files, folders and records;	☐	☐
F7.2.1.2		transaction statistics for files, folders and records;	☐	☐
F7.2.1.3		activity reports by user.	☐	☐
F7.2.2		The ERMS allows Administrators to inquire about and produce reports on the audit trail. These reports include, at a minimum, reporting based on items listed below:		
F7.2.2.1		classification elements (primaries and secondary;	☐	☐
F7.2.2.2		files;	☐	☐
F7.2.2.3		folders;	☐	☐
F7.2.2.4		records;	☐	☐
F7.2.2.5		users;	☐	☐
F7.2.2.6		time periods.	☐	☐
F7.2.3		The ERMS allows Administrators to inquire and produce audit trail reports based on the items listed below:		
F7.2.3.1		security categories;	☐	☐
F7.2.3.2		user groups;	☐	☐
F7.2.3.3		other metadata.	☐	☐
F7.2.4		The ERMS allows Administrators to restrict users' access to selected reports.	☐	☐
F8	***Document Management***			
		This section provides requirements for the document management portion of the Proposer's integrated ERMS solution. The document management portion of the ERMS provides a robust enterprise infrastructure for building future document-centric business applications.		
F8.1	***General Requirements***		**Meets Reqr**	**Out of Box**
F8.1.1		The document management portion of the ERMS fully supports broadly available document services used to manage documents independent of the application used to create them. These services include the ability to:		
F8.1.1.1		check document "in" and "out" of information repositories;	☐	☐
F8.1.1.2		automatically update document version numbers whenever a previously "checked-out" document is modified and returned to the document repository;	☐	☐
F8.1.1.3		prevent more than one person from checking documents out for modification;	☐	☐
F8.1.1.4		utilize a security model ensuring that only authorized users can perform the above functions identified in F.8.1.1.1-F.8.1.1.3;	☐	☐
F8.1.1.5		provide full lifecycle management capabilities for tracking of document versions/ statuses;	☐	☐
F8.1.1.6		provide full text searching capabilities in accordance with Common Command Language (CCL) (ISO 8777);	☐	☐
F8.1.1.7		manage compound (virtual) documents;	☐	☐
F8.1.1.8		provide for the creation of microfilm.	☐	☐

F8.1.2		The document management portion of the ERMS supports Enterprise Report Management (ERMS) functionality. This is also known as Computer Output to Laser Disk (COLD) functionality.	☐	☐
F8.1.3		The document management portion of ERMS provides the ability to manage annotations. In the case of Computer-aided design (CAD) documents, this can be taken to mean the proposed system provides the ability to manage redline mark ups as separate documents. These annotations are controlled by a security mechanism that can control which users have access to annotations independently of any access controls documents to which they apply.	☐	☐
F8.1.4		The document management portion of the ERMS provides the ability to manage the components of a document. In the case of CAD documents, which often consist of "vector" components set against a "raster" background, all components of vector/raster hybrids are associated for ease of search and retrieval.	☐	☐
F8.1.5		The document management portion of the ERMS provides the ability to automatically generate renditions of documents. This means that it is possible for a document in one file format to have a rendition in another format associated with it. The proposed system is able to determine and dispatch the most appropriate rendition when a user requests a rendered document.	☐	☐
F8.1.6		The document management portion of the ERMS provides the ability to define (and redefine) document types and associated metadata. This functionality is similar to, yet independent of, the profiling metadata of the records management portion of the ERMS.	☐	☐
F8.1.7		The document management portion of the ERMS provides a security mechanism that has the following characteristics:		
F8.1.7.1		security is set at the level of the document;	☐	☐
F8.1.7.2		security is managed through Access Control Lists (ACL's);	☐	☐
F8.1.7.3		document management security integrates with the records management security mechanisms.	☐	☐
F8.2		***Interaction with RM Functions***	**Meets Reqr**	**Out of Box**
		Note: One intent of the following requirements is to ensure that future technology components brought into the integrated system will not defeat the records management functions of the ERMS.		
F8.2.1		The document system is able to access the Records Management metadata, which is protected from modifications through the document management system.	☐	☐
F8.2.2		The document management portion of the ERMS is able to automatically capture electronic documents arising in the course of business and pass them to the ERMS records registration process.	☐	☐
F8.2.3		The document management portion of the ERMS is able to capture an electronic record in one process OR register an electronic document that can be captured as a record at a later time.	☐	☐

F8.2.4		The document management portion of the ERMS allows users to register a document from within the document management client software or an application integrated with the ERMS, such as the application of the Microsoft Office Suite.	☐	☐
F8.2.5		When users are in the document management portion of the ERMS or in an application integrated with the ERMS, they are able to switch adroitly to and from the records management portion of the ERMS in order to register a document as a record.	☐	☐
F8.2.6		The document management portion of the ERMS supports automated acquisition of metadata elements and allows additional metadata elements to be completed by the user.	☐	☐
F8.2.7		The document management portion of the ERMS is able to manage electronic documents (not registered as records) in the context of the same classification scheme and access control mechanisms as electronic records.	☐	☐
F8.2.8		The document management portion of the ERMS is able to access the classification system.	☐	☐
F8.2.9		The document management portion of the Proposer's solution has capabilities for managing versions of electronic documents as separate but related entities. It provides capabilities for pruning unwanted versions and provides tools to automate the management of version histories.	☐	☐
F8.2.10		The document management portion of the ERMS is configurable to restrict users to viewing either the latest version of a document, or selected versions of a document or versions that have been captured as records. Access to this functionality is in accordance with set security policies.	☐	☐
F8.2.11		The document management portion of the ERMS is able to integrate with related software, including image processing and scanning systems, and workflow systems, without relinquishing control of any existing electronic records.	☐	☐
F8.2.12		The document management portion of the ERMS is able to copy the content of an electronic record, in order to create a new electronic document, while ensuring the retention of the original record remains intact.	☐	☐
F9	***Other Functionality***			
F9.1	***Workflow***		**Meets Reqr**	**Out of Box**
F9.1.1		The document management portion of the ERMS provides or links to an engine for building ad hoc or collaborative workflows that met the standards set out by the Workflow Management Coalition (WfMC, http://www.wfmc.org/) for document-centric workflows, including support for WfMC Application Programming Interfaces (API's).	☐	☐
F9.1.2		The ERMS provides or supports the construction of workflows for records scheduling, review and export/transfer processes; e.g., by enabling the tracking of:		
F9.1.2.1		progress of the review - awaiting, in progress, reviewer details and date;	☐	☐
F9.1.2.2		awaiting disposal as a result of a review decision;	☐	☐
F9.1.2.3		progress of records transfer processes.	☐	☐

F9.1.3		The ERMS supports workflows consisting of a number of steps, each step being (for example) movement of a record or file from one participant to another for action.	☐	☐
F9.1.4		The ERMS does not practically limit the number of steps in each workflow.	☐	☐
F9.1.5		The ERMS provides a function to alert a user participant that documents records have been sent for attention and specify the action required.	☐	☐
F9.1.6		The ERMS enable a user to send e-mail messages to users to notify them of records requiring their attention.	☐	☐
F9.1.7		The ERMS allows programmed workflows to be defined and maintained by the Administrator.	☐	☐
F9.1.8		The ERMS prevents programmed workflows from being changed by users other than the Administrator, or by approved users authorized by the Administrator.	☐	☐
F9.1.9		The ERMS allows Administrators to designate that individual users are able to reassign tasks/actions to different users or user groups.	☐	☐
F9.1.10		The ERMS records all changes to programmed workflows in the audit trail.	☐	☐
F9.1.11		The ERMS records the progress of a record or file through a workflow so that users can determine the status of a record or file in the process.	☐	☐
F9.1.12		The ERMS is not practically limit the number of workflows that can be defined.	☐	☐
F9.1.13		The ERMS supports management of file and records in queues that can be examined or controlled by the Administrator and authorized users.	☐	☐
F9.1.14		The ERMS is capable of letting participants view queues of work addressed to them and select items to be worked.	☐	☐
F9.1.15		The ERMS provides conditional flows depending on user input or system data.	☐	☐
F9.1.16		The ERMS provides a reminder, or bring-forward, facility for files and records.	☐	☐
F9.1.17		The ERMS allows users to pause or interrupt a flow (i.e., to suspend it) temporarily in order to be able to attend to other work.	☐	☐
F9.1.18		The ERMS recognizes individuals and groups as participants in a workflow.	☐	☐
F9.1.19		The ERMS provides a facility to "load balance" by distributing incoming items to group members in rotation or based on a set of business rules defined by the Administrator.	☐	☐
F9.1.20		The ERMS provides an ability to prioritize items in queues.	☐	☐
F9.1.21		The ERMS solution is able to associate time limits with individual steps and processes in each flow, and report items that are overdue according to these limits.	☐	☐
F9.1.22		The ERMS allows the receipt of electronic documents to trigger workflows automatically.	☐	☐
F9.1.23		The ERMS provides reporting facilities to allow management to monitor workflow volumes, performance and exceptions.	☐	☐

F9.1.24		The ERMS workflow feature prevents pre-programmed workflows from being changed by users other than the Administrator, or by approved users authorized by the Administrator.	☐	☐
F9.2	***Electronic Signatures***		**Meets Reqr**	**Out of Box**
		Note: It is assumed that a digital signature will need to be verified prior to entering the record, and the details of verification recorded once it has done so. It is not necessary to routinely verify digitally signed records once they are registered, since they will be managed within the ERMS in a manner that ensures authenticity.		
F9.2.1		The ERMS is able to retain the information relating to electronic signatures, encryption and details of related verification agency.	☐	☐
F9.2.2		The ERMS has a structure, which permits the easy introduction of different electronic signature technologies.	☐	☐
F9.2.3		The ERMS is able to retain and preserve as metadata, details about the process of verification for an electronic signature, including:		
F9.2.3.1		the fact that the validity of the signature was checked;	☐	☐
F9.2.3.2		the Certification Authority with which the signature has been validated;	☐	☐
F9.2.3.3		the date and time that the checking occurred.	☐	☐
F9.2.4		The ERMS is capable of checking the validity of an electronic signature at the time of capture of the record.	☐	☐
F9.2.5		The ERMS includes features which allow the integrity of records bearing electronic signatures to be maintained (and to provide it has been maintained), even though an Administrator has changed some of its metadata, but not the content of the record, after the electronic signature was applied to the record.	☐	☐
F9.2.6		The ERMS is able to store with the electronic record:		
F9.2.6.1		the electronic signatures(s) associated with that record;	☐	☐
F9.2.6.2		the digital certificate(s) verifying the signature;	☐	☐
F9.2.6.3		any confirming counter-signatures appended by the certification authority in such a way that they are capable of being retrieved in conjunction with the record, and without prejudicing the integrity of a private key.	☐	☐
F9.3	***Encryption***		**Meets Reqr**	**Out of Box**
F9.3.1		Where an electronic record has been sent or received in encrypted form by a software application which interfaces with the ERMS, the ERMS is capable of restricting access to that record to users listed as holding the relevant decryption key, in addition to any other access control allocated to that record.	☐	☐
F9.3.2		Where an electronic record has been transmitted in encrypted form by a software application which interfaces with the ERMS, the ERMS is able to keep as metadata with that record:		
F9.3.2.1		the fact of encrypted transmission;	☐	☐
F9.3.2.2		the type of algorithm;	☐	☐
F9.3.2.3		the level of encryption used.	☐	☐

F9.3.3		The ERMS is able to ensure the capture of encrypted records directly from a software application which has an encrypting capability, and restrict access to those users listed as holding the relevant decryption key.	☐	☐
F9.3.4		The ERMS allows encryption to be removed when a record is imported or captured.	☐	☐
		This feature may be desired in some large-scale record archives that have a requirement for long-term access (because encryption etc. is likely to reduce the ability to read records in the long term). In this case, the organization would rely on audit trail or similar information to prove that the encryption etc. had been present but has been removed. In other environments, this feature may be undesirable from a legal point of view.		
F9.3.5		The ERMS has a structure that permits different encryption technologies to be introduced easily.	☐	☐
F9.4	***Electronic Watermark***		**Meets Reqr**	**Out of Box**
F9.4.1		The ERMS is capable of storing records bearing electronic watermarks, and of storing with them information about the watermark.	☐	☐
F9.4.2		The ERMS is able to retrieve information stored in electronic watermarks.	☐	☐
F9.4.3		The ERMS has a structure that permits different watermarking technologies to be introduced easily.	☐	☐
F10	***General Requirements***			
F10.1	***Ease of Use***		**Meets Reqr**	**Out of Box**
F10.1.1		The ERMS enables users to access electronic document services from both client workstations and remotely connected computers; with:		
F10.1.1.1		a full range of services delivered to desktop clients in a familiar windows environment;	☐	☐
F10.1.1.2		(at minimum) search, view and download services available to remote users.	☐	☐
F10.1.2		The ERMS fully supports inter/intranet web based technology, where		
F10.1.2.1		web servers provide all necessary mechanisms to store and retrieve information requested by users, system level security for users and data, and system management functions;	☐	☐
F10.1.2.2		web browsers provide a common user interface for accessing the ERMS applications and document repositories.	☐	☐
F10.1.3		The ERMS provides the ability of users to enable users to save information in user-selectable formats. At minimum, these include:		
F10.1.3.1		HTML;	☐	☐
F10.1.3.2		XML;	☐	☐
F10.1.3.3		PDF.	☐	☐
F10.1.4		The ERMS supports web publishing by providing:		
F10.1.4.1		a mechanism for authorized users to create HTML and XML templates for specific classes or types of documents;	☐	☐
F10.1.4.2		convert documents to the above templates for web distribution.	☐	☐

F10.1.5		The ERMS provides online help throughout the ERMS.	☐	☐
F10.1.6		The online help in the ERMS is context-sensitive.	☐	☐
F10.1.7		All error messages produced by the meaningful, so that they can be appropriately acted upon by the users who are likely to see them.	☐	☐
F10.1.8		The ERMS employs a single set of user interface rules, or a small number of sets. These are consistent with the operating system environment in which the ERMS operates.	☐	☐
F10.1.9		The ERMS is able to display several records simultaneously.	☐	☐
F10.1.10		Where the ERMS uses on-screen windows, each is user-configurable.	☐	☐
F10.1.11		The ERMS user interface is suitable for users with special needs; that is compatible with specialists' software that may be used and with appropriate interface guidelines (e.g., W3C Web Content Accessibility Guideline, Microsoft Official Guidelines for User Interface Developers and Designers).	☐	☐
F10.1.12		Where the ERMS includes the use of windows, it allows users to move, re-size and modify their appearance, and to save modifications in a user profile.	☐	☐
F10.1.13		The ERMS allows users to select sound and volume of audio alerts, and to save modifications in a user profile.	☐	☐
F10.1.14		The ERMS allows persistent defaults for data entry where desirable. These defaults include:		
F10.1.14.1		user-definable values;	☐	☐
F10.1.14.2		values same as previous item;	☐	☐
F10.1.14.3		values derived from context, e.g., date, and file reference, user identifier; as appropriate.	☐	☐
F10.1.15		The ERMS is closely integrated with MS Outlook in order to allow users to send electronic records and files electronically without leaving the ERMS.	☐	☐
F10.1.16		The ERMS provides integration with MS Outlook by sending pointers to files and records rather than copies, whenever a file or record is sent to another user of the ERMS.	☐	☐
F10.1.17		Where the ERMS employs a graphical user interface, it allows users to customize it. Customization include, but need not be limited to the following changes:		
F10.1.17.1		menu contents;	☐	☐
F10.1.17.2		layout of screens;	☐	☐
F10.1.17.3		use of function keys;	☐	☐
F10.1.17.4		on-screen colors, fonts and font sizes;	☐	☐
F10.1.17.5		audible alerts.	☐	☐
F10.1.18		The ERMS supports user-programmable functions.	☐	☐
		For example, user-definable macros.		
F10.1.19		The ERMS provides the capability to perform global data updates.	☐	☐
F10.1.20		The ERMS allows users to define cross-references between related records, both within the same file and in different files, allowing easy navigation between the records.	☐	☐

F10.1.21		Where users have to enter metadata from images of printed documents, the ERMS provides features to allow the use of optical character recognition to capture metadata from the image (zoned optical character recognition).	☐	☐
F10.1.22		The ERMS allows users to define cross-reference between related records, both within the same file and in different files, allowing easy navigation between the records.	☐	☐
F10.2	***Product Maturity and Currency***		**Meets Reqr**	**Out of Box**
F10.2.1		The ERMS uses mature components, with each component having a history of regular updates to provide new functionality, 'bug' fixes, adherence to new standards and technologies, and continued integration with standard office applications and with current/emerging document-related applications. Such maturity and currency are demonstrable and verifiable for the ERMS:		
F10.2.1.1		new DOD Standards and Certification;	☐	☐
F10.2.1.2		document management component;	☐	☐
F10.2.1.3		records management component for electronic records;	☐	☐
F10.2.1.4		records management component for physical records.	☐	☐
F10.3	***Scalability***		**Meets Reqr**	**Out of Box**
F10.3.1		The ERMS is fully scaleable and :		
F10.3.1.1		does NOT have any features that would preclude use in a small or large organization, with varying numbers of differently sized organizational units.	☐	☐
F10.3.1.2		allows for an increase of the number of users and volumes of data without replacing primary system components (i.e., scalability in terms of increased memory, disk storage, optical storage, CPU speed and size, et.).	☐	☐
F10.3.1.3		does NOT impose limits the on numbers of classification elements, files/folders, or records.	☐	☐
F10.3.1.4		The ERMS applications have a high degree of modularity, allowing for implementation of additional functionality without adversely affecting the overall system (i.e., ability to add routing, OCR, automated fax services, workload distribution, form management, etc.).	☐	☐
F10.3.2		The ERMS meets the following criteria for enterprise-wide implementation within the context of the Secretary of State:		
F10.3.2.1		ability to deploy ERMS application(s) to every employee desktop;	☐	☐
F10.3.2.2		support for large numbers of users who could require access to a single document repository or to multiple repositories;	☐	☐
F10.3.2.3		support for a distributed environment where multiple repositories (databases, servers, optical jukeboxes, etc) exist in multiple, widely dispersed geographic locations;	☐	☐
F10.3.2.4		supports replication between repositories;	☐	☐
F10.3.2.5		integrates with a wide range of technologies to be found within the Secretary of State;	☐	☐
F10.3.2.6		provides tools for monitoring and tuning system performance.	☐	☐
F10.3.3		All components of the ERMS solution are equally scalable and robust.	☐	☐

F10.4		***Performance***	**Meets Reqr**	**Out of Box**
F10.4.1		The ERMS provides adequate response times for commonly performed functions under standard conditions:		
F10.4.1.1		75% of the total user population for a particular repository/organization logged on and active (potentially several thousand concurrent users);	☐	☐
F10.4.1.2		users performing a mix of system functions at various rates.	☐	☐
F10.4.2		The ERMS is able to perform a simple search within 3 seconds and a complex search (combining four terms) within 10 seconds regardless of the storage capacity or number of files and records on the system.	☐	☐
		In this context, performing a search means returning a result list. It does not include retrieving the records themselves.		
F10.4.3		The ERMS is able to retrieve and display within 4 seconds the first page of a record that has been accessed within the previous 3 months, regardless of storage capacity or number of files/records on the system.	☐	☐
		This requirement is intended to allow for rapid retrieval of frequently used records, on the understanding that frequency of use is typically correlated with recent use.		
F10.4.4		The ERMS is able to retrieve and display within 20 seconds the first page of a record that has not been accessed within the previous 3 months, regardless of storage capacity or number of files/records on the system.	☐	☐
		This requirement is intended to allow for cases where a form of hierarchical storage management is used, where records used infrequently are stored on slower media than more active records.		
F10.4.5		It is possible to expand the ERMS, in a controlled manner, up to at least thirty thousand users while providing effective continuity of service.	☐	☐
F10.4.6		The ERMS supports the above scalability requirements, including routine maintenance of:		
F10.4.6.1		user and group data;	☐	☐
F10.4.6.2		access profiles;	☐	☐
F10.4.6.3		classification schemes;	☐	☐
F10.4.6.4		databases;	☐	☐
F10.4.6.5		retention schedules;	☐	☐
		in the face of the anticipated levels of organizational change, without imposing undue system/account administration overheads.		
F10.5		***Openness, Connectivity and Standards***	**Meets Reqr**	**Out of Box**
F10.5.1		The ERMS utilizes industry standard components (without proprietary architectures), commonly available throughout the document management, imaging and workflow industries.	☐	☐
F10.5.2		The ERMS uses industry standard interfaces for any scanning interface proposed, e.g. TWIM and ISIS.	☐	☐
F10.5.3		The proposers must indicate which third party document scanning/conversion applications their proposed systems support or have successfully integrated with.	☐	☐

F10.5.4		The Proposer must indicate what/which storage systems are supported e.g. drives and raw access; via the file system and data files; or file system and native record objects.	☐	☐
F10.5.5		The document management portion of the ERMS meets recommended industry standard, including:		
F10.5.5.1		adherence to the Association for Information and Image Management's (AIIM, www.**aiim**.org) Document Management Alliance Specification (DMA, http://dmatech.info/) for software component interoperability;	☐	☐
F10.5.5.2		adherence to the Open Document Management API (ODMA, http://odma.info/) specifications for application programming interfaces. (Based on AIIM, pp. 13, 19, 28)	☐	☐
F10.5.6		The document management portion of the ERMS provides a rich set of programming interfaces that will integrate with applications as the Secretary of State brings them into use. The ERMS enable the users to write applications, either client-server or thin client that will operate on MS Windows desktops, in one or more languages such as:		
F10.5.6.1		java;	☐	☐
F10.5.6.2		Visual Basic;	☐	☐
F10.5.6.3		C++;	☐	☐
F10.5.6.4		Proprietary scripting/development environment;	☐	☐
F10.5.6.5		.NET.	☐	☐
F10.5.7		The document management portion of the ERMS supports or provides the ability to build web-based access to documents in the system. This requirement means that the proposed solution is able to transfer/receive information, metadata and records to/from an Enterprise Portal application for inter/intranet access.	☐	☐
F10.5.8		The ERMS supports the storage of records using file formats and encoding which are either industry best practices or which are fully documented.	☐	☐
F10.5.9		The ERMS conforms to the search and retrieval and information exchange standard, including ISO 23950, Information retrieval - application service definition and protocol specification (ANSI Z39.50).	☐	☐
F10.5.10		Relational databases used by the ERMS conform to the structured query language (SQL) standard, ISO/IEC 9075, Information technology - database languages - SQL. (http://www.iso.org/)	☐	☐
F10.5.11		The ERMS stores all country names in a format compliant with IASO 3166, Codes for the representation of names of countries.	☐	☐
F10.5.12		The ERMS stores all language names in a format compliant with ISO639, Codes of for the representation of names of languages.	☐	☐
F10.5.13		If the ERMS is to manage records in multiple languages or using non-English characters, it is capable of handling ISO 8859-1 and ISO 10646 encoding	☐	☐
F11	***Technical Requirements***			
F11.1	***Ability to operate within our Technical Infrastructure***		**Meets Reqr**	**Out of Box**
F11.1.1		The ERMS is capable of operating within the current Secretary of State Technology Infrastructure as outlined in Appendix C of this RFP.	☐	☐