Reply to the office of:

Procurement Services
2597 Avery Ave., Room 126
Phone: (901) 416-5376
FAX: (901) 416-5325

February 29, 2008

TO: **ALL INTERESTED BIDDERS**

FROM: Victoria Locklyn, Transactional Sourcing Analyst
               Division of Procurement Services

Addendum I

Proposal to license and implement an Enterprise Content Management (ECM) solution.

The RFP, Enterprise Content Management (ECM), originally scheduled to close on March 3, 2008 at 2:00 p.m. has been **rescheduled to close on March 17, 2008 at 2:00 p.m.**

Proposal packets may be picked up at the Memphis City Schools, Division of Procurement Services, 2597 Avery Ave., Memphis, TN 38112, Room 126 or downloaded from our website: www.mcsk12.net,- Procurement Services link.

Proposals will be accepted until the **17th of March, 2008 at 2:00 p.m.** Memphis City Schools (MCS) does not accept proposals electronically or by facsimile.

Questions concerning submission of this proposal should be addressed to Victoria Locklyn, Transactional Sourcing Analyst, (901) 416-5401. Technical questions should be addressed in writing to: Mr. Reggie Harris, Information Technology, (901) 416-1238 or at harris2@mcsk12.net.

Please acknowledge receipt of Addendum #1 by signing below and returning this form with your Proposal documents.

_____   _____
           Signature   Date

BOARD OF EDUCATION of the MEMPHIS CITY SCHOOLS
PROCUREMENT SERVICES
2597 Avery Avenue, Room 126   Memphis, Tennessee 38112-4892   Phone (901) 416-5376
(This proposal will not be accepted electronically or by facsimile. All bids must be mailed to the above address.)

REQUEST FOR PROPOSAL
(NOT AN ORDER)

Please submit quotations on the item(s) listed below. The right is reserved to reject any or all bids. If substitutions are offered, give full particulars. There will be a public opening of this bid no later than   **3rd of March @ 2:00 p.m., 2008**

The Memphis City Schools reserves the right to accept or reject any or all bids, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the Memphis City Schools. Successful vendor shall be paid only when delivery is complete. *Material safety data sheets (MSDA) must accompany all shipments covered under the Tennessee Hazardous Chemical Right To Know Law: Tennessee Public Chapter #417 - House bill #731.*

Request for Proposal
Enterprise Content Management

- **Please read the attached documents carefully before submitting your response.**

- **This proposal will be awarded as a complete project.**

- **Memphis City Schools reserves the right to reject or accept any or all responses submitted.**

Please forward your responses to:
Procurement Services, Rm 126
2597 Avery Avenue
Memphis, TN 38112

Issued by: Victoria Locklyn   **Bid #   DSS 101**

We propose to furnish the item(s) listed below at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Theses prices are submitted with a declaration that no Memphis City Schools Board of Education Commissioner or employee has a financial or beneficial interest in this transaction.

INVOICES WILL BE PAID ACCORDING TO TERMS BID
TIME REQUIRED FOR DELIVERY_____DAYS

_____
NAME OF FIRM

TERMS_____

_____
ADDRESS

PHONE_____ FAX #_____

_____
CITY   STATE   ZIP

E-MAIL ADDRESS_____

_____CHECK HERE IF YOU ARE A MINORITY VENDOR

_____
_____CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR   **PRINT** AUTHORIZED REPRESENTATIVE NAME

Please Note: Per the Local Vendor Preference Resolution adopted by the MCS Board of Commissioners on June 6, 2005, local vendors must have physical address located within the limits of Shelby County. A Post Office Box is not acceptable.

_____CHECK HERE IF YOU ATTACHED A COPY OF A VALID SHELBY COUNTY BUSINESS LICENSE.

"Memphis City Schools does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age. For more information, please contact the Office of Equity Compliance at (901) 416-6670."

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SECTION A
ANNOUNCEMENT

February 13, 2008

ANNOUNCEMENT
Request for Proposal:
Enterprise Content Management

With this request for proposal (this "RFP"), Memphis City Schools ("MCS") hereby solicits submissions of written proposals ("Proposals"), on a competitive basis, from qualified companies ("Respondents") to provide for MCS the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by MCS will require the Respondent to:

Provide an enterprise content management solution capable of solving challenges around collaborative document management, learning content management, web content management, digital asset management and business process management for Memphis City Schools (MCS).
MCS intends to award the contract in whole to a single vendor, but may elect to award software only and re-solicit implementation services.

Proposals are to be submitted on the basis of the General Conditions and Specifications contained on the following pages. Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they were made in answer to questions asked by MCS or its representatives.

Following the receipt of all proposals, MCS or its representatives may hold conferences with those proposers whose proposals seem most worthy of consideration. At these conferences, proposers will have the opportunity to make verbal presentations regarding their organizations and the services they are prepared to render. Following the interviews, the vendor to market the program will be selected.

(All of such services are referred to herein as the "Services"). More information about the requirements pertaining to the Services is set forth in Section B of this RFP.

About MCS
The mission of MCS is to prepare all children to be successful citizens and workers in the 21st century. This includes educating them to read with comprehension, write clearly, compute accurately, think, reason and use information to solve problems.

In addition to the educational services, the District operates a multi-million dollar business, including assessment services, student records, research and development services, fiscal services, payroll, facilities maintenance, custodial and grounds services, capital planning, information technology services, food services, fleet management, and transportation.

MCS is the largest public school system in the State of Tennessee and the 21st largest school system in the nation. It serves more than 119,000 students in its 191 schools, ranging from kindergarten through twelfth grade. MCS owns approximately 203 facilities. Created as a special school district by a private act of the Tennessee General Assembly in 1869, MCS employs 16,500 people, including approximately 8,000 teachers, making it the second largest employer in the City of Memphis.

<u>Background of Request</u>
Memphis City Schools assembled a team of key stakeholders to gather requirements and prepare this RFP in an effort to meet the growing needs of Memphis City Schools to capture, manage, deliver, store and preserve content. The requirements expressed in this document represent requirements gathered via discovery interviews and meetings during the first half of 2007. These interviews and meetings revealed disconnected tools and processes currently in use across the agency to track and manage content. Current tools were developed out of necessity within each department or division to capture, store, and preserve key content for analysis, tracking, and search. Their continued use fosters a culture of information isolation that hinders collaboration and growth. An enterprise content management solution shall provide the District with tools to manage and leverage informational assets from their creation through to their long-term storage and preservation.

<u>Submission of Proposals</u>

Proposals will be accepted until 2:00 p.m. on <u>March 3rd,</u> 2008. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED. One original and six (6) copies of your Proposal must be submitted. MCS expects to award a contract to the successful contractor not later than <u>March</u>, <u>2008</u>.

MCS RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF MCS, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.

Proposals must be sealed in a container marked on the lower left-hand corner with the name and address of the Respondent. MCS will date stamp the container with the submission date and the submission time. In addition, the sealed container in which the Proposal is submitted should be labeled:
<p style="text-align:center">"Proposal—Enterprise Content Management".</p>

<p style="text-align:center">FAXED RESPONSES WILL NOT BE ACCEPTED.</p>

Further instructions for submitting Proposals may be obtained from:
VICTORIA LOCKLYN
TRANSACTIONAL SOURCING ANALYST
DIVISION OF PROCUREMENT SERVICES
MEMPHIS CITY SCHOOLS
2597 AVERY AVENUE
ROOM 126
MEMPHIS, TENNESSEE 38112

All completed Proposals and accessory documents should be mailed or delivered to:
DIRECTOR OF PROCUREMENT SERVICES
MEMPHIS CITY SCHOOLS
2597 AVERY AVENUE
ROOM 126
MEMPHIS, TENNESSEE 38112

Inquiries for information regarding procurement procedures, Proposal submission requirements or other administrative concerns may be directed to the Division of Procurement Services at (901) 416-5376.

Thank you for your participation.

Victoria Locklyn
Transactional Sourcing Analyst
Division of Procurement Services

SECTION B
SCOPE OF SERVICES

SCOPE OF SERVICES
Enterprise Content Management

1.0 THE SERVICES.

1.1 <u>The Services.</u> Memphis City Schools invites, from all interested software and implementation software vendors (hereinafter "vendor," "proposer" or "service provider") with proven experience, proposals to license and implement an enterprise content management (ECM) solution for use by all departments, divisions, offices, and schools of Memphis City Schools District. In particular, the services sought by MCS will require the Respondent to:

PROJECT OBJECTIVES:

1.1.1 Establish a precedent for enterprise content management best practices for the District

1.1.2 Provide an integrated strategy for the capture, storage, collaboration, management and delivery of electronic content

1.1.3 Establish standards for content creation, storage, metadata, workflow, publication and security

1.1.4 Provide a secure, stable repository for MCS content, integrating with and/or complimenting existing repositories and systems of record as required

1.1.5 Enable the MCS to provide the staff with a consistent, reliable source of knowledge, resources, processes and policies

1.1.6 Provide intuitive search and retrieval of content across the District

1.1.7 Provide a scalable repository to meet the growing needs of the MCS, including expansion of user base and processing volumes

1.1.8 Integrate or replace existing stand-alone systems to eliminate duplication of effort and streamline information capture, creation, management, retrieval, preservation and delivery to internal and external audiences

1.1.9 Enable collaboration between internal and external content providers and project team members

1.1.10 Facilitate and manage the creation, approval and publication of web content in a distributed environment

1.1.11 Provide technology to support the success of the redesign effort for internal and external MCS web presences

1.1.12 Empower Academic staff and other MCS educators to leverage a library of reusable educational materials

1.1.13 Provide a secure repository for student, human resources, and financial documents associated with the District, and enable electronic filing and retrieval of all information relative to the District

1.2 <u>SPECIFICATIONS</u>. Scope of Project Deliverables: MCS seeks proposals for an ECM Solution to include:

1.2.1 Application Software

1.2.2 Specifications for Development and Staging Hardware

1.2.3 Specifications for Production Hardware

1.2.4 Project Management Services

1.2.5 Sub-Contractor Management Services

1.2.6 Implementation Consulting Professional Services

1.2.7 Standards Development for Taxonomies, Metadata and Thesauri

      1.2.8   Application Configuration Services
      1.2.9   Systems Analysis of the Existing Environment
      1.2.10 Analysis, Design, Specification, Coding and Testing of Required System
             Interfaces
      1.2.11 Change Management Services
      1.2.12 Technical Support Training
      1.2.13 End User Training
      1.2.14 Knowledge Transfer to MCS and Hosting Personnel
      1.2.15 Content Analysis, Gathering, and Conversion Services
      1.2.16 Training Documentation
      1.2.17 Solution Documentation
      1.2.18 Solution Testing
      1.2.19 Post Implementation Maintenance and Support Services

2.0   SINGLE VENDOR PARTNERSHIP

2.1   MCS seeks to engage a single vendor partner for design, configuration, anticipated deployment and subsequent maintenance and support of a scalable ECM framework encompassing needs related to:
      2.1.1   Document Management
      2.1.2   Web Content Management
      2.1.3   Learning Content Management
      2.1.4   Collaboration
      2.1.5   Digital Asset Management (images, video, audio files)
      2.1.6   Enterprise Search
      2.1.7   Business Process Management

2.2   Vendors are encouraged to leverage partnerships and third party tools to meet the broad scope of requirements represented by this RFP.

2.3   MCS intends to award the contract in whole to a single vendor, but may elect to award software only and re-solicit implementation services.

3.0   RFP STANDARDS

3.1   Minimum Contract Terms. Contracts with successful firms will be signed by the parties on an MCS Standard Contract form and will include terms appropriate for this project. Terms and conditions typical for the requested services.

3.2   Vendor's Acceptance of the RFP's Minimum Contract Terms. Proposers must either indicate acceptance of Minimum Contract Terms, as set forth, or clearly identify exceptions to the Minimum Contract Terms. If exceptions are identified, then proposers must also submit (i) a red-lined version, that clearly tracks proposed changes to this, and (ii) written documentation to substantiate each such proposed change.

3.3   Proposers must propose all pricing necessary to accomplish the work requirements of the eventual contract. It is expected that all proposers responding to this RFP will offer the proposer's government or comparable favorable rates and will be inclusive of all pricing necessary to provide the contracted work.

4.0   RFP APPENDICES

4.1   Appendices A-I, Functional Requirements. Detailed requirements for each functional module can be found in Appendices A-I. These requirements have been extrapolated from analysis of current process needs and future anticipated growth of MCS. In the interest of eliminating repetition, requirements applicable to multiple modules may only be listed in the context of a single functional area or document. Certain requirements cross all functional areas, such as Reporting, Security, Business Process Management, Search, Administrative and Technical requirements

4.1.1   Appendix A. Functional Requirements: Document Management
4.1.2   Appendix B. Functional Requirements: Web Content Management
4.1.3   Appendix C: Functional Requirements: Collaboration
4.1.4   Appendix D: Functional Requirements: Learning Content Management
4.1.5   Appendix E: Functional Requirements: Digital Asset Management
4.1.6   Appendix F: Functional Requirements: Enterprise Search
4.1.7   Appendix G: Functional Requirements: Business Process Management
4.1.8   Appendix H: Functional Requirements: Reporting and Security
4.1.9   Appendix I: Technical and Administrative Requirements

4.2   Appendix J: Implementation and Services. Appendix J includes six narrative short answer questions and eleven general requirements. This is intended to compliment the vendor's ECM Solution Implementation Plan. For the detailed requirements outlined in Appendix J, the vendor must provide a brief explanation of how they will address each line item. Do not use the numeric response key for these items.

5.0   PROCUREMENT SCHEDULE

5.1   MCS has developed the following list of key events and dates, subject to change at the discretion of MCS.

5.2   Key Events Table

No.	Key Events	Key Dates
1	MCS issues RFP	February 14, 2008
2	Deadline for proposers to submit questions, requests for clarifications or modifications to locklynvictoriae@mcsk12.net	February 25, 2008, 2:00 P.M. CST
3	MCS posts written response to written questions and revisions to RFP.	Week of February 25, 2008
4	Proposal due date and time	March 3rd, 2008, 2:00 PM CST
5	Invitations for Finalists' Presentations	March, 2008 (estimated)
6	Final evaluation	March, 2008 (estimated)
8	Negotiation and execution of	March, 2008 (estimated)

No.	Key Events	Key Dates
	contract	

6.0   ASSUMPTIONS PERTAINING TO PROJECT SCOPE

6.1   This RFP reflects requirements of MCS. Staff within MCS will be both direct and indirect users of the system.

6.2   MCS does not have an organized legacy ECM system in place. The ECM solution outlined in this RFP will replace or compliment stand-alone solutions, manual processes and workarounds.

6.3   Based on the assessment of requirements for identified stakeholders groups, MCS anticipates a user base of 2,500-3,000. In time, other stakeholders within the MCS may choose to use the ECM system to meet their independent functional requirements. Therefore, MCS seeks a fully scalable system that could, if required, support up to 16,000 users across the District.

6.4   For proposing purposes, assume a user base of 1,500 employees; 10% of those being non-technical content contributors or other power users and the remaining 90% casual users. Document production volume in the MCS numbers in the millions of pages per year.

6.5   MCS anticipates that the solution may consist of multiple instances of software able to communicate with one another as needed. For example, the document management system to store student records would seldom be accessed by MCS personnel outside of Student Accounting and School Choice.   The EMC software could be housed in the MCS Information Technology Server Farm.

6.6   MCS maintains the following websites.

Public Site (Will not support Platform)	http://www.mcsk12.net
Intranet	Internal only

6.7   The web content management solution will be implemented to support all MCS presences.

7.0   DURATION OF THE AGREEMENT.

The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of (1) year. The Agreement shall reserve for MCS the unilateral option of extending the term of the Agreement for (3) additional terms of (1) year, provided that the maximum duration of the Agreement

shall not exceed (4) years. The Agreement shall also contain a provision granting to MCS the right to terminate the Agreement, **with or without cause, upon thirty (30) days notice**. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

8.0   SUBMISSION GUIDELINES

8.1   Proposers will submit one (1) original and six (6) copies of the technical proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one (1) individual who is the responder's designated representative.

8.2   All Proposals must be submitted in the format requested by MCS.

8.3   Proposers will assess storage and archival requirements for software and hardware based upon the divisions/departments of MCS that will be utilizing the software, beginning with 1 million documents and adding increments of 500,000.

8.4   Proposers will submit one (1) original and six (6) copies of the cost proposal in a separate envelope. Include software licensing and professional services required to design, configure and deploy the ECM solution. Detailed costs must be provided and submitted on CD-ROM in MS Excel format. MCS reserves the right to contact proposers on cost and scope clarification at any time throughout the selection process and negotiation process. Finally, it is important that proposers use the cost format presented in this RFP and not their own format. Please do not use "TBD" (to be determined) or similar annotations in the cells for cost estimates. MCS is asking proposers to estimate costs for all categories with the understanding that they may have to make supported assumptions. Significant assumptions should be identified and elaborated.

8.5   Proposals must be delivered to the individual listed under Submission of Proposals, as set forth on the cover memo of this RFP. Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

8.6   In addition to submittal of the originals and copies of the proposals, as set forth in item 8.1, above, proposers are also required to submit an electronic version of the entire proposal, including requested samples and financial information, on CD-ROM. If financial information cannot be provided in an electronic format, hard copy submittal will be accepted.

8.7   Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables must be numbered and clearly labeled.

8.8   Proposers should provide documentation of a strong local presence and number of employees dedicated to this project. Proposers must also provide documention of business operations for at least three to five years.

9.0   FORMAT OF PROPOSAL.

The Proposal submitted by the Respondent must contain the following information in the order listed below, which information collectively constitutes the Proposal.

9.1 <u>Description of the Services.</u> The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal should show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information regarding the Services should be included in this part of the Proposal, including but not necessarily limited to the following:

9.1.1 A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to MCS within the context of the Services requested in this RFP; and

9.1.2 Any other relevant information about the proposed Services deemed to be material.

9.2 <u>Description of the Respondent.</u> The Proposal must contain a thorough description of the background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services. All requests included in this RFP for information describing the Respondent should be included in this part of the Proposal, including but not necessarily limited to the following:

9.2.1 A brief description of the history and mission of the Respondent, including the Respondent's background and mission statement, the length of time the Respondent has been in business, a description of the Respondent's organizational structure and a description of the Respondent's customer make-up;

9.2.2 Disclosure of the Respondent's Dunn and Bradstreet number;

9.2.3 References of the Respondent, including at least three (3) other clients for whom the Respondent has provided services similar to the Services (with preference given to clients comparable to MCS) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

9.2.4 Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;

9.2.5 A description of the number and qualifications of the Respondent's employees who will participate in the performance of the Services, including the total number of employees at the Respondent's Memphis location, the names and titles of key employees who will be assigned to provide the Services, a description of the role to be filled by each such key employee and a resume of each such key employee;

9.2.6 A description of any other resources available to the Respondent that will be useful in providing the Services;

9.2.7   A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;

9.2.8   A statement of whether the Respondent has been certified by any certification agency as a minority business enterprise or any other type of business qualified for an allowable preference under the MCS Fair Business Program and, if so, a copy of written documentation supporting such certification;

9.2.9   A description of the methods used by the Respondent to measure the satisfaction of its clients;

9.2.10 Any other relevant information about the capabilities of the Respondent deemed to be material.

9.3   Experience of the Respondent. A sufficient description of the experience and knowledge base of the Respondent to show the Respondent's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal should include, but not necessarily be limited to, the following:

9.3.1   A statement of how long the Respondent has provided services similar to the Services requested herein;

9.3.2   A general description of the Respondent's experience and background in providing services similar to the Services requested herein;

9.3.3   Any other relevant information about the experience and knowledge base of the Respondent which is deemed to be material.

9.4   Sample Contract.   A sample agreement, referenced in Section F of this RFP, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, should be included in the Proposal.

9.5   MCS Fair Business Program Forms. The MCS Fair Business Program forms referenced in Section D of this RFP, completed and properly executed, must be included in the Proposal along with any additional documentation required or permitted thereby.

9.6   Pricing Schedule. The pricing schedule contained in Section E of this RFP, entitled "Pricing Schedule", if any, must be completed and included in the Proposal along with any additional documentation required or permitted thereby.

10.0   COMPENSATION.

The successful contractor will be compensated for the Services provided either: (i) upon delivery of services and receipt of an invoice; or (ii) in accordance with any other compensation arrangement negotiated between MCS and the successful contractor. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern.

11.0   BONDING REQUIREMENTS.

The successful contractor shall be required under the Contract to comply with the bonding requirements listed below, if any.

SECTION C
INSTRUCTIONS TO RESPONDENTS

INSTRUCTIONS TO RESPONDENTS

1.0   PURPOSE.

Memphis City Schools ("MCS") hereby solicits submission of written proposals ("Proposals"), on a competitive basis, from qualified companies (the "Respondents") capable of providing the scope of products or services described in Section B hereof (the "Services"). These instructions provide detailed legal and technical requirements for the acquisition of the Services. This Request for Proposal (this "RFP") will become part of any final contract entered between MCS and the Respondent for the provision of the Services.

MCS will review the Proposals submitted and, ultimately, will enter into a contract with the successful Respondent for the Services. The Services are more particularly described in Section B of this RFP, which section is entitled "Scope of Services".

2.0   PERIOD OF CONTRACT PERFORMANCE.

The period of performance for the Services to be provided to MCS by the Respondent as a result of this RFP and any resulting contract or agreement shall be as agreed and negotiated. It is the intent of MCS to award a contract, or agreement, for the term, or duration, defined in Section B of this RFP. The contract or agreement resulting from this RFP shall also contain a provision granting to MCS the right to terminate the Agreement, with or without cause, upon thirty (30) days notice. A sample agreement containing provisions consistent with the provisions set forth in this paragraph must be included with the Proposal.

3.0   QUESTIONS REGARDING THIS RFP.

Questions pertaining to submitting the RFP in writing to: (i) , Victoria Locklyn, Transactional Sourcing Analyst, Memphis City Schools , at 2597 Avery Avenue, Room 126, Memphis, Tennessee 38112 or via e-mail locklynvictoriae@mcsk12.net; regarding Section I (ii) Dr. Lynn Crain, Director, Operational Support Division, at 2597 Avery Avenue, Room 322, Memphis, Tennessee 38112 or via e-mail crainl@mcsk12.net; and must be received by MCS no later than **by 2:00 p.m., on February 25, 2008**. Questions should include a return address and either an e-mail address or a fax number and should specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

4.0   PRE-PROPOSAL CONFERENCE.

No pre-Proposal conference will be held.

5.0   MINIMUM STANDARDS.

The successful contractor shall be capable of providing the Services in accordance with the minimum standards, specifications and performance requirements, as well as in accordance with all of the terms and conditions, stated in this RFP.   The standards, specifications, performance requirements, terms and conditions set forth in this RFP reflect the primary considerations of MCS concerning the minimum services and capabilities expected, but may not necessarily reflect all the services and capabilities required.   Additional standards, specifications, performance requirements, terms and conditions may be set forth in the final contract.   In this regard, the successful contractor shall furnish all management and resources (including but not limited to personnel, technical support, computerized and other systems support, equipment, materials and miscellaneous supplies) necessary to provide the Services in a thorough, comprehensive, timely, efficient and effective manner.

6.0   SPECIFICATIONS.

The Respondent, if and when it is awarded a contract, shall provide all the Services described in Section B of this RFP, entitled "Scope of Services".

7.0   PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.

      7.1   <u>General Requirements.</u> In order to be considered for selection, successful Respondents must submit a complete response to this RFP.   One (1) original, six (6) copies and one compact diskette (compact diskette should also include photos/pictures of equipment) of each Section of the Proposal, including all attachments, forms and other related documents, must be submitted to MCS at the place and in the manner indicated below. *The original copy MUST be clearly identified.* No other distribution of the Proposal shall be made by the Respondent.   Proposals submitted by telegraphic or facsimile will not be considered.

            7.1.1   <u>Signatures; Completeness</u>. Proposals shall be manually signed by an authorized representative of the Respondent.   The printed name and title of the person signing the Proposal must appear on the signature page of the Proposal. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner, including all required attachments.   If any required information is not contained in the Proposal, the Proposal will be considered non-responsive and, consequently, will not be considered.

            7.1.2   <u>Simplicity.</u> Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capability of satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses should focus on efficient and cost effective systems which ensure cost management, timely services and minimized paperwork.

            7.1.3   <u>Binding.</u> Each copy of the Proposal should be bound or contained in a single 1" volume. All documentation submitted with the Proposal should be contained in that single volume.

7.2   Place and Time for Submission. Proposals will be received by MCS at its Procurement Services office located at 2597 Avery, Room 126, Memphis, Tennessee 38112, until **2:00 P.M. LOCAL TIME ON March 3, 2008 (the "Submission Deadline"). PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

   7.2.1   Delivery. All Proposals shall be deemed received when delivered to the above address. Each Respondent is solely responsible for ensuring that its Proposal is timely delivered. Any Respondent who relies on overnight delivery services, the United States mail, private mail services, local couriers or any other delivery service remains solely responsible for the timely delivery of its Proposal and assumes all risk of late delivery, mis-delivery and non-delivery. Respondents may verify delivery of Proposals by contacting MCS at (901) 416-5376.

   7.2.2   Receipt by MCS; Markings. Upon receipt, all Proposals will be date-stamped, time-stamped, logged and deposited by MCS staff. Respondents are reminded that all Proposals must be securely sealed and clearly marked.

7.3   Pricing. Pricing information shall be provided on the pricing schedule form attached to this RFP. In determining its pricing proposal, the Respondent should take into account the following considerations.

   7.3.1   Tax Exemption. MCS is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes. Therefore, the price submitted in the Proposal must be the net price of the Services, exclusive of sales and use taxes and other taxes. When, under established trade practice, any federal excise tax or other tax is included in the list price, the Respondent may quote the list price and shall show separately the amount of such taxes, either as a flat sum or as a percentage of the list price, which amount shall be deducted from the list price.

   7.3.2   Extra Charges. Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.

7.4   Forms. Along with the Proposal, the Respondent will provide signed copies of all forms required by this RFP to be submitted. Information required by any forms must be submitted on the forms furnished. If erasures or other changes appear on the forms, such erasures or changes shall be initialed by the person(s) signing the form and the Proposal.

7.5   Identity of the Respondent. The Proposal must reveal the full name and business address of the Respondent. MCS will enter an agreement only with the person or entity named as the Respondent in the Proposal of the successful contractor.

7.6   Modifications Following Submission. Modifications of Proposals following submission will be allowed, provided the modification is received by the MCS at the place designated for submission of Proposals prior to the Submission Deadline.

7.7   Duration of Validity. Proposals shall be valid for a minimum period of ninety (90) days subsequent to the Submission Deadline. Proposals expiring less than ninety (90) days from Submission Deadline will be considered non-responsive and, consequently, will not be considered.

8.0   CHANGES TO THE SPECIFICATIONS. Any modification, amendment or other change to this RFP will be made by MCS via written addendum and will be forwarded to all persons and firms to whom the RFP has been transmitted. Any unapproved deviation, exception, substitute, alternate or conditional qualification contained in a Proposal may be cause for rejection of the Proposal.

9.0   EVALUATION PROCESS.

9.1   <u>Evaluation Committee.</u> MCS will appoint an evaluation committee, consisting of representatives of MCS, to evaluate submitted Proposals and recommend a Respondent for a final contract with MCS for provision of the Services. The committee will apply the evaluation criteria set forth in this RFP, or in any addenda hereto that may be issued by MCS, in order to identify a Respondent for a final contract. An evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.

9.2   <u>Evaluation</u>. The evaluation committee shall consider a number of criteria in determining with which Respondent MCS will enter a final contract. MCS reserves the right to negotiate fees and other terms with the selected Respondent and, if no agreement is reached including desired fees and terms, the right to select and negotiate with another Respondent. MCS may request additional information from any Respondent at any time after the Submission Deadline. However, unsolicited information may not be accepted from any Respondent after the Submission Deadline. MCS will assume that all Proposals are complete as received.

    9.2.1   <u>Evaluation Criteria.</u> Proposals shall be evaluated based upon the following criteria:

        9.2.1.1 The extent to which the Services offered in response to this RFP meet or exceed the minimum specifications required of the Services;
        9.2.1.2 The ability of the Respondent to provide the Services requested or offered;
        9.2.1.3 The quality of the Services being offered by the Respondent;
        9.2.1.4 The price for which the Services are offered; and
        9.2.1.5 Any and all other factors the evaluation committee deems reasonably applicable.

9.3   <u>Oral Presentation.</u> MCS reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Respondent's Proposal. In this regard, at the discretion of the evaluation committee, some or all Respondents who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Respondent. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Respondent to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Purchasing Director of MCS. Interviews and oral presentations are strictly an option of MCS or its evaluation committee and,

consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Respondent.

9.4 <u>Qualifications of the Respondent.</u> MCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to provide the Services. The Respondent shall furnish to MCS all such information and data as may be requested for this purpose. MCS further reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy MCS that the Respondent is properly qualified to carry out the obligations required in this RFP and the final contract and to provide the Services contemplated therein.

9.5 <u>Inspections.</u> MCS reserves the right, at reasonable times, to inspect the part of the plant or place of business of the Respondent or any subcontractor thereof which is related to the performance of any contract awarded or proposed to be awarded by MCS. MCS further reserves the right, at reasonable times and places, to audit the books and records of any Respondent who has submitted a Proposal to the extent that such books and records relate to cost or pricing data contained in the Proposal.

10.0 AWARD OF CONTRACT.

The final contract for provision of the Services will ultimately be awarded to the Respondent deemed by MCS in its sole discretion to be the lowest responsive and responsible Respondent. In determining which Respondent is the lowest responsive and responsive Respondent, MCS will consider which Respondent is fully qualified and best suited, offers the best Services for the most reasonable price and is altogether most advantageous to MCS among those submitting Proposals in response to this RFP, as determined based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations. Terms of engagement will be negotiated with the selected Respondent, and the final contract will be awarded in the manner deemed by MCS to be fair and most advantageous to MCS.

10.1 <u>Rejection of Proposal.</u> MCS reserves the right to reject any or all Proposals and to waive informalities and irregularities in any or all Proposals submitted. In this regard, MCS, at its own discretion and at any time prior to award, may cancel this RFP or reject any Proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular Proposal or Proposal was rejected or was not deemed to be the most advantageous.

10.2 <u>Bid Preferences.</u> MCS applies a five percent (5%) bid preference to Respondents which qualify as local businesses. Furthermore, in alignment with the provisions of Section 12-4-801 of the Tennessee Code Annotated, if the lowest responsible and responsive Respondent to this RFP is a resident of a state which is contiguous with the State of Tennessee and which allows a preference to a resident contractor of that state, MCS, in its own discretion, may grant a like reciprocal preference to the lowest responsible and responsive Respondent who is a resident of the State of Tennessee or a resident of a state which does not allow for a preference to a resident contractor of that state.

LOCAL PREFERENCE PURCHASING PROGRAM

In compliance with the resolution requiring the establishment of a Local Preference Purchasing Program adopted by the Board of Commissioners at the regular meeting of June 6, 2005, Memphis City Schools has determined that it is in the best interest of the city to give a Local Preference to Local Businesses in Shelby County, Tennessee.

Local Preference means that if the lowest responsive bidder is a regional or non-local business, then all bids received from responsive Local Businesses shall be decreased by five (5) percent. The original bid is not changed; the five (5) percent decrease is calculated only for the purposes of determining the Local Preference. The Local Preference cost differential is not to exceed $100,000.00.

This preference shall only apply when:

1. The total dollar purchase is $10,000 or more;
2. The vendor has a valid Shelby County business license, issued by Shelby County at least six (6) months prior to bid or proposal opening date;
3. The vendor has a physical business address located within the limits of said locality (excluding P.O. Boxes); the vendor has been doing business in Shelby County, Tennessee for a year or more;
4. In the case of Request for Proposals and other selected competitive negotiation, Local Businesses shall be assigned five (5) percent of the total points of the total evaluation points up to a maximum of five (5) points.

In the event of a tie between a local and non-local vendor, the tie shall be broken in favor of the local vendor.

In order to receive or be considered for Local Preference the following is required:

❖ Each vendor must provide a copy of Shelby County Business License;
❖ Each vendor must provide proof of payment of Shelby County Personal Property Taxes

Exclusions – This preference shall not apply to purchases

➢ Funded in whole or part by a governmental entity
➢ Purchases or contracts made under emergency or non competitive situations
➢ Application of the Local Preference may be waived upon written justification and recommendation of Memphis City Schools Board of Commissioners

10.3 Negotiation and Approval of Contract. Should, at any time, MCS determine in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. MCS shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. The proposed contract must be presented to the board of commissioners of the MCS (the "Board") for final approval of award. Provision of the Services may not commence until: (i) a contract between MCS and the successful Respondent is properly negotiated, executed and entered; (ii) the contract is approved by the Board, as required; and (iii) MCS issues to the successful Respondent a written notice to proceed.

10.4 Compensation. The successful contractor will be paid for the Services provided in accordance with a compensation arrangement to be negotiated between MCS and the successful Respondent. More specific guidance regarding compensation may be set forth in Section B of this RFP.

10.5 Price Adjustment. The price to MCS, including fee, profit or any other portion of the compensation payable to the Respondent, shall be adjusted to exclude any significant sums by which MCS finds that the price was increased because the fees, costs or pricing data furnished by the Respondent were inaccurate, incomplete or not current as of the date of the contract.

10.6 Charges Not Required. The successful contractor and MCS both shall agree that MCS shall not be required to pay to the successful contractor any cost, fee or charge which is not specifically required to be paid by the contract.

10.7 Performance. MCS and the successful contractor each shall agree to fully perform all of their respective obligations under the Agreement. However, failure of MCS to perform such obligations shall not automatically relieve the successful contractor of its obligation to perform under the contract.

10.8 Protests. MCS will consider all protests filed in a timely manner regarding the award of a contract, or the process of awarding a contract, in relation to this RFP, whether submitted before or after award. All protests are to be submitted in writing.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 No Commitment. This RFP does not commit MCS to award a contract, pay any costs incurred in the preparation of any Proposal submitted or procure or contract for Services from any Respondent or any other person. Accordingly, each Respondent shall be responsible for all costs incurred in the preparation and submission of its Proposal or in any part of its participation in the pre-award process.

11.2 Conditions and Assumptions. All Proposals and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between MCS and the successful Respondent. Thus, in establishing the terms of any resulting contract, MCS may assume the conditions and assumptions underlying the Proposal submitted by the successful Respondent are accurate.

11.3 <u>Termination.</u> Failure by the successful contractor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, MCS, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs. Contract may be terminated for the following issues: contract may be terminated due to non-performance issues as determined by the owner.

MCS reserves the unilateral right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever MCS in its sole discretion determines that such a termination is in the best interest of MCS. Any such termination shall be enacted by delivery to the successful contractor by certified mail, at least thirty (30) calendar days prior to the termination date, a notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination shall become effective. After receipt of a notice of termination, the successful contractor must stop all work or deliveries under the contract on the effective date and to the extent specified in the notice of termination. However, any such contract termination notice shall not relieve the successful contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of termination. No payment shall be made for anticipated profit on unperformed services.

11.4 <u>Ethics in Public Contracting.</u> By submitting its Proposal, Respondent certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Respondent, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

11.5 <u>Prohibited Contact.</u> Registered and non-registered lobbying of MCS staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the RFP is advertised and the date a final contract is awarded. Any contact between MCS staff members or Board members and any representative of a Respondent relating to a pending project or award (whether by writing, telephone, e-mail or otherwise) outside of properly scheduled meetings, other than as intended and initiated by an MCS staff member or a Board member, shall be grounds for disqualification of the Respondent from the bid process. By submitting a Proposal, the Respondent represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

11.6 <u>Conflict of Interest</u>. Respondent certifies that no MCS Board member, staff member or any MCS employee has a financial or beneficial interest in the Respondent.

11.7 <u>Mandatory Use of Form and Modification of Terms and Conditions.</u> Failure to submit a Proposal on any official form provided for that purpose may be cause for rejection of a Proposal. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this RFP may be cause for rejection of the Proposal. Notwithstanding, the MCS Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Proposal.

11.8   Errors or Omissions. The Respondent shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this RFP. Where errors or omissions occur in this RFP, the Respondent shall promptly notify the contact person listed in this RFP and report the identified error or omission. Inconsistencies in the specifications are to be reported before Proposals are submitted to MCS.

11.9   Liability for Improper Date or Time Processing. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will indemnify and hold harmless MCS and the officers, employees, Board members and agents of MCS against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

11.10   Audit. Unless the contract is a firm fixed price contract, MCS shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor's contract with MCS. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing the MCS. By submitting a Proposal, the successful contractor grants to MCS the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, MCS will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. RESPONDENTS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE MCS MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.

11.11   Compliance with Procedures. The successful contractor will comply with all procedural instructions that may be issued from time to time by MCS. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.

11.12   Obligation of Successful Contractor. By submitting a Proposal, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.

11.13   Format of Services; Satisfaction of MCS. The Respondent agrees that, if it becomes the successful contractor, the Respondent will fully provide to MCS, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this RFP, including any modifications and additions hereto. Furthermore, the Respondent agrees to be responsible for providing the Services in a manner and to an extent satisfactory to MCS.

11.14 Delivery. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will deliver to MCS all items required to be delivered by this RFP and the Agreement in a form which is complete and ready for use.

11.15 Taxes. The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. MCS is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF MCS IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.

11.16 Support. If it becomes the successful contractor, the Respondent agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support MCS in addressing any problem whatsoever relating to the Services or the Agreement.

11.17 Deviation from Specification. Accountability for the Services will rest solely with the successful contractor. Any inaccuracy in or other deviation of the Services from the required specifications will be corrected by the successful contractor within two (2) weeks after the successful contractor is notified of the inaccuracy or discrepancy.

11.18 Time for Performance. In order to minimize the disruption of schools and other MCS facilities, the successful contractor will perform the Services during hours which will be determined by MCS.

11.19 Prevailing Wages. The Respondent agrees that, if it is awarded the contract, the wages it, as the successful contractor, will pay to its employees, subcontractors and other agents will not be less than the prevailing wage rates applicable under Tennessee law at the time the wages are paid.

If the Services to be provided by the Respondent include the construction of a public building, work or other project, the successful contractor will provide and maintain a bond containing a provision obligating the successful contractor to faithfully pay prevailing wages, as required in this paragraph. In addition, the successful contractor on such a project will post and keep posted in a conspicuous place at the site of the construction work a copy of the prevailing wage rates prescribed under state law and, further, shall furnish to MCS any necessary forms, papers, payroll copies or other information that may be required of the successful contractor to show compliance with the provisions of this paragraph and the provisions of Chapter 4, Part 4, of Title12 of the Tennessee Code Annotated. The successful contractor will not destroy payroll records related to work performed under the contract for one (1) year following completion of the work.

11.20 Non-Discrimination. The Respondent is obligated not to discriminate against any employee of, or applicant for employment with, the Respondent on the basis of race, color, religion, handicap, national origin, sex or socio-economic status. This obligation shall include, but not be limited to the following matters: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Respondent is obligated to comply with all requirements of the Americans with

Disabilities Act. In addition, all vendors wishing to do business with Respondent shall be afforded the same equal opportunity and non-discrimination. By submitting a response to this RFP, the Respondent confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFP or to any Proposal or contract related hereto, including in the performance under any such contract.

11.21   Fair Business Program. The Respondent must comply with the requirements of the MCS Fair Business Program. A copy of the Fair Business Program may be obtained by calling the MCS Office of Contract Management at (901) 416-6659, by requesting a copy in person at 2597 Avery, Room 316, Memphis, Tennessee 38112 or on-line from the website located at www.memphis-schools.k12.tn.us.

11.22   Bonding or Other Security. If the Services include any type of construction or maintenance of a public building, work or other project to be provided under a contract having a contract price of more than One Hundred Thousand Dollars and No/100 Dollars ($100,000.00), then, prior to the commencement of work under the contract, the successful contractor will execute and provide to MCS a good and solvent bond to the effect that the successful contractor will pay for all the labor and materials used by the successful contractor or by any subcontractor, immediate or remote, in connection with the contract, in lawful money of the United States, as required by Section 12-4-118 of the Tennessee Code Annotated. The bond shall be for at least twenty-five (25%) of the contract price. The bond shall provide that the successful contractor shall promptly make payment when due of all taxes, licenses, assessments, contributions, penalties and interest on the project. In lieu of the afore-mentioned bond requirement, the successful contractor may substitute cash or any of the following securities, provided the cash or the securities are substituted in the same amount as required of the afore-mentioned bond and subject to the provisions of Section 12-4-118 of the Tennessee Code Annotated: (i) treasury bonds, treasury notes or treasury bills of the United States; (ii) general obligation bonds of the state of Tennessee; (iii) certificates of deposits of evidence of other deposits irrevocably pledged from a state or national bank or savings and loan institution having its principal office in the state of Tennessee; or (iv) a letter of credit from a state or national bank having its principal office in the state of Tennessee.

11.23   Insurance. By submitting a Proposal in response to this RFP, the Respondent certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Respondent certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Tennessee. During the term of the contract, MCS reserves the right to require the successful Respondent to furnish certificates of any required insurance for the coverage required by MCS, if any is required.

11.24   Confidential and Proprietary Information.   MCS is subject to the Tennessee "Public Records Act." Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Respondent.

11.25   Ownership of Computer Programs and Data. Ownership of all computer systems, programs, software, data, materials, documentation or similar products purchased, created

or compiled in connection with the performance of the Services or the performance of obligations under any contract resulting from or related to this RFP, now or hereafter, shall vest completely and exclusively with MCS. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to MCS any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

11.26   Assignment of Contract.   Upon execution, the contract shall not be assigned or subcontracted by the successful contractor, in whole or in part, without the prior written consent of MCS.

11.27   Binding Nature of This RFP.   By submitting a Proposal, the Respondent agrees to be bound by all of the provisions of this RFP. The Respondent further agrees that, if it becomes the successful contractor, the Respondent and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

11.28   Applicable Laws and Courts.   This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the State of Tennessee. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Shelby County, Tennessee.   Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.

SECTION D
FAIR BUSINESS PROGRAM

The Respondent must comply with the requirements of the MCS Fair Business Program. A copy of the Fair Business Program, including copies of the forms required to be completed and submitted along with a Proposal, may be obtained by calling the MCS Office of Contract Management at (901) 416-6659, by requesting a copy in person at 2597 Avery, Room 316, Memphis, Tennessee 38112 or on-line from the website located at www.mcsk12.net .

PROMISE OF NON-DISCRIMINATION

Know All Men By These Presents, that I/we, (_____),
                                                            Name(s)

(_____), (_____),
     Title(s)   Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Board of Education of the Memphis City Schools, hereby consents, covenants and agrees as follows:

(1)　　No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Proposal submitted to Memphis City Schools or the performance of any contract resulting from;

(2)　　That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3)　　In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make good faith efforts to solicit LSBEs to do business with this Company;

(4)　　That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5)　　That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6)　　That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

(Authorized Company Representative Signature)　　　　　　　　　Date

*Must be signed by the individual identified above.

SECOND TIER PURCHASING

Memphis City Schools utilizes a race neutral program for all purchases and contracts. In order to set benchmarks for all Local, Small, Women Owned Business Enterprises, we ask that our vendors review and actively participate in the Fair Business Program which can be found in the Procurement Services website at :www.mcsk12.net-Procurement Services link.

In order to track the purchases and contracts issued to MBE's (Minority Business Enterprises), we ask our vendors to indicate their level of second tier purchasing commitment. Second tier purchasing is defined below:

Second-tier purchasing is the process through which a first-tier (or prime) supplier utilizes a minority supplier either directly or indirectly.

Please indicate below the level of participation, in both dollars and percentage that would define the level of minority business enterprise participation for this project.

Second Tier Commodity_____(Example: Office supply vendors may purchase subsets from minority owned companies. Manufacturers may purchase a certain percentage from minority suppliers. This line asks for the commodity.)

MBE category for second tier supplier - **PLEASE CHECK ONE:**
□ Hispanic
□ Black
□ Asian American
□ Native American Indian
□ Woman Owned

Dollars expended for this commodity, this project $_____

Percentage of this project_____%

_____   _____
Name of Business(Please Print)   Print Authorized Representative Name
                                          _____
                                          Signature of Authorized Representative
                                          _____
                                          Date

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SECTION E
PRICING SCHEDULE

1.0   PRICING SCHEDULE
      1.1   <u>Pricing Specifications</u>-MCS seeks proposals for an ECM Solution to include:

                1.1.1   Software Cost (Purchase Price, Licensing fees, etc.)
                1.1.2   Annual Maintenance Fees
                1.1.3   Professional Services
                            Including: Implementation Services, Data/Document Conversion, Interfaces
                            Estimate, Training, Travel and any other Associated Costs
                1.1.4   Cost and Specifications of Hardware Necessary for Implementation

SECTION F
SAMPLE CONTRACT

CONTRACT FOR SERVICES
CONTRACT NUMBER_____
PURCHASE ORDER NUMBER_____

THIS AGREEMENT made by and between Memphis City Schools Board of Education, having an office at 2597 Avery Avenue, Memphis, Tennessee 38112 and _____ , having its principal place of business at _____.

RECITALS

1. MEMPHIS CITY SCHOOLS is desirous of hiring a third party to perform various types of services which may include support, consulting, design, project management, programming, and implementation.

2. Provider represents that it is a provider of such services and is willing and able to perform the services required by MEMPHIS CITY SCHOOLS in accordance with the terms and conditions of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, MEMPHIS CITY SCHOOLS and Provider (the "Parties") agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" shall mean any entity controlled by, under common control with or controlling MEMPHIS CITY SCHOOLS and any subsidiary of MEMPHIS CITY SCHOOLS and any joint venture or partners with Memphis City Schools in which MEMPHIS CITY SCHOOLS is a partner or joint venture.

"Provider Employee" shall mean one or more specialists provided by Provider to perform the Services.

"Deliverable" shall mean any software, products, systems or deliverable(s) produced for or delivered to MEMPHIS CITY SCHOOLS under this Agreement, including any and all upgrades, corrections, patches, modifications, refinements and enhancements thereto.

"Execution Date" shall mean the latter date of signature by MEMPHIS CITY SCHOOLS or Provider as indicated at the signature blocks of this Agreement.

"MCS" shall mean Memphis City Schools and its Affiliates.

"Major Error" shall mean an error or non-conformance that constitutes a material departure from the specifications or the applicable Statement of Work, or which is causing or threatening to cause a disruption in the normal course of business or operations of MCS.

"Services" shall mean the services and work described in a Statement of Work.

"Virus" shall mean any computer code intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the intended operation of the Software, or any other associated software, firmware or hardware or computer system (i.e., local area or wide area networks).

2. DESCRIPTION OF WORK

2.1 <u>Scope of Work.</u> Provider will provide MEMPHIS CITY SCHOOLS or its Affiliates Services during the term of this Agreement as may be requested by MEMPHIS CITY SCHOOLS or any Affiliate. The scope of the Services to be performed on a project shall be set forth in individual Statements of Work in the form attached to this Agreement. The Services shall commence on the Start Date set forth in a Statement of Work and cease on the End Date set forth therein. The Statements of Work shall be made a part of and incorporated in this Agreement upon execution by both Parties. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall prevail.

3. COMPENSATION

3.1 <u>Compensation.</u> In consideration of Provider's complete performance of the Services set forth in a Statement of Work, MEMPHIS CITY SCHOOLS agrees to pay Provider per the terms set forth in the Statement of Work plus applicable taxes. Provider Employees shall not work beyond the normal business week of forty (40) hours except by request of MCS. If MEMPHIS CITY SCHOOLS requests Provider Employees to work beyond the normal business week, overtime shall be paid to Provider at the rate of one (1) times the base hourly rate. MEMPHIS CITY SCHOOLS will not be charged for holiday pay for Provider's personnel.

3.2 <u>Invoices and Payment.</u> Provider will submit invoices to MEMPHIS CITY SCHOOLS upon completion of each milestone set forth in the Statement of Work, or monthly if the Services are performed at a base hourly rate. MEMPHIS CITY SCHOOLS shall pay invoices forty-five (45) days following receipt of an accurate invoice with adequate supporting documentation. MEMPHIS CITY SCHOOLS reserves the right to offset any amounts due by MEMPHIS CITY SCHOOLS against any amounts that may become due from Provider to MCS.

3.3 <u>Taxes.</u> Any sales taxes applicable to Provider's charges to MEMPHIS CITY SCHOOLS shall be included as a separate line item on Provider's current invoice in accordance with the laws of the applicable state. Provider assumes exclusive liability for and hereby agrees to indemnify and hold harmless MEMPHIS CITY SCHOOLS and its Affiliates from any and all such taxes not appropriately charged upon Services, goods or materials supplied by Provider pursuant to this Agreement and any related penalties and interest arising therefrom.

4. TRAVEL EXPENSES

4.1 <u>Travel and Reimbursable Expenses.</u> In the event that Provider is requested by MEMPHIS CITY SCHOOLSto travel in connection with the Services and to the extent set forth in a Statement of Work, Provider's out-of-pocket travel expenses (transportation, hotels, and food) will be reimbursed by CS, provided that the expenses are reasonable and adequately documented. Air travel shall be by coach or economy class, unless otherwise specified in the Statement of Work. Provider shall not be compensated for travel time.

5. REPLACEMENT OF PROVIDER EMPLOYEES

5.1 Replacement of Provider Employees. It is understood that from time to time, it may become necessary for Provider to replace an individual working as a Provider Employee. MEMPHIS CITY SCHOOLS agrees to allow such removal and replacements, if upon prior consultation Provider and MEMPHIS CITY SCHOOLS mutually agree that it is in the best interest of the Provider and MCS. It is further understood that MEMPHIS CITY SCHOOLS reserves the right to approve any replacement individual. MEMPHIS CITY SCHOOLS reserves the right to accept a replacement or terminate the Statement of Work either partially or in its entirety without further obligation to Provider thereunder other than to remit payment for Services rendered up to the termination date. Provider agrees that MEMPHIS CITY SCHOOLS may at any time, with or without cause, notify Provider that it shall immediately remove an individual provided by Provider from the performance of Services under this Agreement. An election by MEMPHIS CITY SCHOOLS of any of the remedies set forth in this section shall not affect Provider's responsibilities, liabilities or warranties under this Agreement.

6. HIRING EMPLOYEES

6.1 Hiring Employees. During the term of this Agreement and for a period of one year after its termination, neither Provider nor MEMPHIS CITY SCHOOLS will, directly or indirectly, solicit, induce, hire or employ any of the other's employees. In the event an employee of either party leaves its employ during the term of this Agreement, the prohibition set forth herein shall only apply for a period of six months following termination of such employee's employment, but only with respect to that particular employee. In the event that either party hires an employee of the other in violation of the terms of this section, such party shall pay the other as liquidated damages an amount equal to one and one-half times the annual base salary of such employee.

6.2 Third Party Employees. Provider is prohibited from hiring third party employees that are working at MEMPHIS CITY SCHOOLS at anytime during the performance of any Statement of Work, unless the third party and MEMPHIS CITY SCHOOLS agree to the hiring in writing.

7. INDEPENDENT CONTRACTOR

7.1 Independent Contractor. It is understood and agreed that Provider will perform the Services under this Agreement as an independent contractor. It is also agreed that Provider will comply with all applicable federal, state, and local laws and regulations relating to the employment, insurance, and taxation of employees who perform services under this Agreement. No agency or employment relationship with Memphis City Schools is intended nor shall be construed to exist between MEMPHIS CITY SCHOOLS and Provider or between MEMPHIS CITY SCHOOL Sand any Provider Employee performing Services under this Agreement, and neither Provider nor a Provider Employee shall be entitled to participate in any of MCS's pension or employee welfare benefit plans, including its group life insurance plans. Provider agrees that any Provider Employee assigned to perform Services under this Agreement on a substantially full-time basis and who comes within the definition of a "leased employee" set forth in section 414(n) of the Internal Revenue Code will be covered by a pension plan maintained by Provider which satisfies the requirements of IRC section 414(n) for periods after December 31, 1983. Provider agrees to indemnify and hold MEMPHIS CITY SCHOOLS harmless against any and all claims asserted by Provider's employees, subcontractors or agents related to the provisions of this section or other employment related matters, and against any and all damages related thereto.

8. INDEMNIFICATION AGREEMENT

8.1 Provider Representations. Provider represents that it has the legal right to enter into this Agreement, and to perform hereunder, without breaching any prior confidentiality agreement, employment contract, or legal duty owed to a former client or employer, and Provider agrees to indemnify and hold MEMPHIS

CITY SCHOOLS harmless from and against any costs or liability, whatsoever, including attorney's fees, resulting from any such claim.

MCS, its agents, servants and employees harmless from and against any and all liabilities, losses, injury of any kind or nature whatever (including resulting death) to all persons employed by Provider or otherwise, including its subcontractors, and damage to all property, and expenses (including reasonable attorneys' fees) arising out of or resulting from Provider's performance of the Services, including but not limited to any claim for payment made by a subcontractor, employee or agent of Provider, and Provider further assumes the defense and the entire responsibility and liability for any and all such claims, and agrees to assume, on behalf of MCS, the amount of any judgment that may be entered against MEMPHIS CITY SCHOOLS in such action, regardless of cause or fault or negligence or alleged strict liability on the part of MCS. In the event Provider's liability shall arise by reason of the sole negligence of MCS, then and only then, shall Provider not be liable under the provisions of this section.

(b) In any suit or claim by MEMPHIS CITY SCHOOLS which might otherwise be conferred by the Workers' Compensation laws of any jurisdiction and which would preclude enforcement of the indemnification clause of the Agreement by IP, Provider further agrees to pay any reasonable attorneys' fees incurred by MEMPHIS CITY SCHOOLS in securing compliance with the provision of the indemnification clause.

9. INSURANCE

9.1 Insurance Types and Amounts. During the term of this Agreement, Provider shall, at its sole cost and expense, secure and maintain Workers' Compensation insurance in amounts as required by the applicable statutes, Employer's Liability Insurance in a minimum amount of $500,000; Commercial General Liability insurance (including Premises Operations; Products and Completed Operations and Broad Form Property Damage) in a minimum amount of $1,000,000 bodily injury and property damage combined single limit per occurrence; Public Liability insurance shall include "contractual" coverage to specifically acknowledge the provisions of the section entitled "Indemnification"; and Automobile Liability insurance for owned, non-owned, and hired vehicles in a minimum amount of $1,000,000 bodily injury and property damage combined single limit per occurrence. Provider shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Agreement.

9.2 Form. All insurance maintained by Provider shall be in form and substance satisfactory to MEMPHIS CITY SCHOOLS and must contain a clause reading in substance as follows:

> "The Insurance Company will notify Memphis City Schools, in writing, at the
> site of the work, at least thirty (30) days prior to any cancellation, or any change in or
> reduction of the coverages shown herein."

9.3 Certificates. All liability insurance policies maintained by Provider pursuant to this Agreement, except Workers' Compensation, shall be endorsed to name Memphis City Schools Company as "Additional Insured". Provider shall furnish to MEMPHIS CITY SCHOOLS certificates of insurance reflecting policies in force before commencing the Services under this Agreement but in any event within fifteen (15) days of the Execution Date, and thereafter upon the renewal of such policies during the term of this Agreement. In the event Provider fails to furnish such certificate(s) or endorsement(s), or upon the cancellation of any insurance required under this Agreement, without prejudice to any other remedy MEMPHIS CITY SCHOOLS may have, MEMPHIS CITY SCHOOLS may terminate this Agreement.

10. LIENS

10.1 <u>Liens.</u>   Provider shall, at MCS's request, deliver to MEMPHIS CITY SCHOOLS a certificate that all claims for labor arising under this Agreement or any Statement of Work executed hereunder have been satisfied and that all bills for any materials or equipment which may have been furnished by Provider have been paid. Provider shall, at the request ofMCS, furnish on a monthly basis: (a) a complete release, or receipts in full in lieu thereof, of all liens which may arise out of the contract, for which Provider has been reimbursed by MCS, and (b) a certificate that such releases and receipts include all labor and materials for which a lien could be filed. If requested by MCS, prior to commencing Services under this Agreement, Provider shall execute a waiver of mechanics' and/or materialmen's liens in a form acceptable to MCS.

11. INTELLECTUAL PROPERTY

11.1 <u>Intellectual Property</u>. Without limitation, any know-how, inventions, software, source code, data, sketches, drawings, notebook or work sheet entries, designs, or other Deliverables whether or not of technical, operational, or economic nature, and any United States and foreign patent, design or utility model applications directed thereto, which is conceived or developed by or for Provider solely, or jointly with an MEMPHIS CITY SCHOOLS employee, and arising out of Provider's Services shall be the sole property of MCS, and Provider shall perform such acts and execute such papers as are reasonably necessary to perfect MCS's title therein. It is also agreed that any and all written materials (including without limitation all sketches, drawings, blueprints, reports and memoranda) which Provider prepares pursuant to this Agreement, or anything produced by Provider in the performance of the Services shall be the sole, exclusive and entire property of MCS. As to any such materials subject to the protection of the Copyright Act of 1976 or any copyright or author's rights laws of countries or regions outside of the United States, all rights to copyright and reproduction shall be the property of MCS, and Provider agrees to execute and to obligate and to have its employees and subcontractors execute any papers necessary to perfect title and copyright to MEMPHIS CITY SCHOOLS throughout the world. Notwithstanding the foregoing, in the event that any of the Services or Deliverable(s), if applicable, is determined by operation of law not to constitute a "work for hire," Provider hereby irrevocably conveys and transfers, and agrees to obligate and to have its employees and subcontractors irrevocably convey and transfer, all rights, title and interest in copyright and in such Services and Deliverable(s), if applicable, to MCS.

Notwithstanding the foregoing, MEMPHIS CITY SCHOOLS and Provider agree that Provider shall retain title to all intellectual property, know-how, trade secrets, ideas and concepts conceived, developed or reduced to practice by Provider prior to or independent of its performance of the Services hereunder including modifications and derivative works thereto ("Provider Intellectual Property"). Provider hereby grants to MCS, a non-exclusive, worldwide, royalty free, perpetual license to use in connection with MCS's business operations, reproduce, prepare or have prepared derivative works based on such Provider Intellectual Property that is embodied in any work product delivered to MEMPHIS CITY SCHOOLS hereunder.

11.2 <u>Third Parties.</u> If Provider produces anything for MEMPHIS CITY SCHOOLS in which Provider or third parties have or claim rights, Provider shall promptly notify MEMPHIS CITY SCHOOLS of the subject matter and the claimed ownership. Further, if Provider utilizes any sub-contractor or non-employee in connection with the performance of the Services, he or she shall in writing, indicate his or her consent to be bound hereby to the same extent and in the same manner as Provider.

12. PROPRIETARY RIGHTS

12.1 <u>Provider's Representations and Warranties.</u> If Deliverables are provided as part of the Statement of Work, Provider represents and warrants that the Deliverables are wholly and exclusively original with Provider; that Provider has the full right and power to make this Agreement; that there exists no adverse

claim to the Deliverables or any rights therein; and, that neither the Deliverables or MCS's use thereof infringes upon any patent or copyright or any other personal or property right of any person, firm or corporation.

12.2 <u>Indemnification.</u> Provider agrees to indemnify and hold harmless MEMPHIS CITY SCHOOLS and its Affiliates, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expense) arising out of or related to any claim that MCS's use or possession of the Deliverables infringes or violates the copyright, patent, trade secret or other proprietary right of any third party.   Provider shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that MEMPHIS CITY SCHOOLS gives Provider prompt notice of any such claim of which it learns. No settlement that prevents MEMPHIS CITY SCHOOLS from continuing to use the Deliverables as provided herein shall be made without MCS's prior written consent. In all events, MEMPHIS CITY SCHOOLS shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.

12.3 <u>Injunction Work Around.</u> If a final injunction is obtained against MEMPHIS CITY SCHOOLS in any proceeding or action for infringement, Provider will, at Provider's option and expense either (i) procure for MEMPHIS CITY SCHOOLS the right to continue using the Deliverables; (ii) replace or modify the infringing portion of the Deliverables so that it becomes non-infringing; or (iii) refund all monies paid by MEMPHIS CITY SCHOOLS to Provider hereunder; provided that any such procurement, modification or refund by Provider shall not relieve it of any other liability hereunder.

13. CONFIDENTIAL INFORMATION

13.1 <u>MEMPHIS CITY SCHOOLS Information.</u> It is understood that in the course of the Services, MEMPHIS CITY SCHOOLS may disclose to Provider various confidential and proprietary information relating to MCS's business, facilities, and plans, as well as information relating to third parties with whom MEMPHIS CITY SCHOOLSmay do business or procure products, and that the data, findings and conclusions resulting from Provider's Services will be valuable confidential information belonging toMCS. Accordingly, Provider agrees that all persons employed by Provider and its subcontractors will keep in strictest confidence all such information relating to MEMPHIS CITY SCHOOLS or third parties and all such information relating to the Services, not to use such information other than for the performance of the Services, and to cause any Provider Employee or subcontractor to be bound by the same obligation of confidentiality to which Provider is bound. Provider shall not communicate MCS's information in any form to any third party without MCS's prior written consent. Upon completion of the Statement of Work to which such information relates, or termination of this Agreement, Provider and its employees: (a) will continue to hold all such information in strictest confidence, and (b) will promptly return to MEMPHIS CITY SCHOOLSany and all confidential information and documents belonging to MEMPHIS CITY SCHOOLS(including any copies, extracts, summaries, or statements of such confidential information which may have been made).

13.2 <u>Press Releases.</u> Provider shall not refer to the existence of this Agreement, nor use the name of or make reference to MEMPHIS CITY SCHOOLS for any purpose in any releases for public or private dissemination, advertising or other materials, without the prior written consent of MCS's Chief Information Officer. Provider acknowledges that remedies at law may be inadequate to provide MEMPHIS CITY SCHOOLS with full compensation in the event of Provider's breach of this provision, and that MEMPHIS CITY SCHOOLS shall be entitled to seek injunctive relief in the event of any such breach.

14. DELIVERABLES

14.1 Acceptance Testing. If the Statement of Work includes Deliverables which by their nature should be tested for performance capabilities, upon delivery of each such Deliverable, MEMPHIS CITY SCHOOLS may, in its sole discretion, elect to perform acceptance testing to confirm that the Deliverable is free from defects and deficiencies and otherwise conforms to any published specifications or specifications previously agreed to by the Parties, whether in the form of an application development document or otherwise. In the event the Deliverable fails to pass any of IP's testing procedures, if not otherwise specified in the Statement of Work, Provider shall have fourteen (14) days in which to correct the defect or deficiency and cause the Deliverable to successfully pass all such tests, failing which MEMPHIS CITY SCHOOLS may elect to cancel the Statement of Work applicable to such Deliverable and Provider shall immediately refund all sums previously paid to it by MEMPHIS CITY SCHOOLS under such Statement of Work.

14.2 Final Acceptance. (a) The final Deliverable, if applicable, or the system as a whole, as applicable, shall be deemed accepted by MEMPHIS CITY SCHOOLS upon the conclusion of successful acceptance testing as described above, and if it has performed during the last sixty (60) continuous business days without any Major Error as certified by MEMPHIS CITY SCHOOLS in writing ("Final Acceptance").

(b) If Final Acceptance is not achieved by the End Date set forth in the applicable Statement of Work, MEMPHIS CITY SCHOOLS may terminate the Statement of Work. In such event, MEMPHIS CITY SCHOOLS shall be entitled to reimbursement by Provider of all fees and other amounts, if any, actually paid to Provider under the Statement of Work and shall return to Provider the defective Deliverable.

14.3 Web Development. If the Services to be provided by Provider include Web Development (as defined below), such Services shall be performed and the Deliverable provided in accordance with MCS's Information Systems Department.Web Developer's Handbook. Provider hereby acknowledges receipt of MCS's Web Developer's Handbook and agrees to provide it to all Provider Employees performing Services that include Web Development. Provider Employees agree to perform the Services in accordance with the MEMPHIS CITY SCHOOLS Web Developer's Handbook. MEMPHIS CITY SCHOOLS reserves the right to modify or change the MEMPHIS CITY SCHOOLS Web Developer's Handbook at any time, but shall provide Provider with updated copies as appropriate. If at any time Provider cannot or has difficulty adhering to the MEMPHIS CITY SCHOOLS Web Developer's Handbook, Provider shall notify MEMPHIS CITY SCHOOLS immediately and shall meet with appropriate MEMPHIS CITY SCHOOLS personnel who may include the MEMPHIS CITY SCHOOLS project leader.. The MEMPHIS CITY SCHOOLS personnel and Provider will use good faith efforts to reach a mutually agreeable approach or solution to the problem. If a mutual agreement cannot be reached within a reasonable period of time, MEMPHIS CITY SCHOOLS may, in its sole discretion, terminate the applicable Statement of Work. In such event Provider shall deliver to MEMPHIS CITY SCHOOLS all completed Deliverables and work in progress and MEMPHIS CITY SCHOOLS shall pay Provider for all completed work with no further obligation to Provider.

For purposes of this Agreement "Web Development" shall mean work on a Deliverable that will be included on MCS's eBusiness infrastructure, accessible from its intranet, extranet or the internet, including, but not limited to, simple web front end for legacy applications or fully developed internet applications.

14.4 Remedies. The remedies set forth in this Section are not exclusive and an election by MEMPHIS CITY SCHOOLS for reimbursement hereunder shall not preclude MEMPHIS CITY SCHOOLS from exercising any other rights or remedies available at law or in equity.

15. WARRANTY

15.1 <u>Warranty Period.</u> If Deliverables are provided as part of the Statement of Work, Provider warrants that the Deliverables shall not contain any defects and shall function properly and in conformity with the description, specifications, promotional materials and documentation for a period of one (1) year from the date of Final Acceptance ("Warranty Period"). Provider shall promptly notify MEMPHIS CITY SCHOOLSof any defects or malfunctions in the Deliverables of which it learns from any source. Provider shall promptly correct any defects or malfunctions in the Deliverables and provide MEMPHIS CITY SCHOOLS with corrected copies of same, without additional charge. Provider's obligation hereunder shall not affect any other liability that it may have to MCS. There shall be added to the length of the Warranty Period any calendar day which the Deliverable, because of errors or non-conformance to the description, specifications or documentation is not available for productive processing activities, and any calendar day in which the Deliverable has been taken out of production by MEMPHIS CITY SCHOOLS in performance of its obligations hereunder. If during the Warranty Period, any defect or error or malfunction occurs, which Provider is unable to correct or remedy within a reasonable period of time, MEMPHIS CITY SCHOOLS may terminate this Agreement upon notice to Provider and all fees paid hereunder shall be refunded to MEMPHIS CITY SCHOOLS within thirty (30) days of such termination.

15.2 <u>Virus Free.</u> Provider represents, warrants and covenants that the Deliverables are free of any Virus. Provider also warrants and represents that the Deliverables do not contain or include any time bombs, Trojan horses, worms, traps or other mechanisms which are designed to deny access by MEMPHIS CITY SCHOOLS or to disable, erase, destroy, damage, alter or render meaningless, useless or ineffective the Software or otherwise harm any MEMPHIS CITY SCHOOLS data, programs or applications. Provider agrees that in the event of a breach or alleged breach of this section that MEMPHIS CITY SCHOOLS shall not have an adequate remedy at law, including monetary damages, and that MEMPHIS CITY SCHOOLS shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which MEMPHIS CITY SCHOOLSshall be entitled.

16. DATE WARRANTY AND COMPLIANCE

16.1 <u>Representations and Warranties.</u>   Unless otherwise stated in a Statement of Work, Provider represents and warrants that the use or occurrence of the dates before, on or after January 1, 2000 will not adversely affect the performance of any Deliverable or the ability of the Deliverable to create, store, process and output information related to such date data.

17. MEMPHIS CITY SCHOOLSRESOURCES

17.1 <u>Use of MEMPHIS CITY SCHOOLS Resources.</u> Regardless of the location from which Services shall be provided, Provider Employees shall not misuse MEMPHIS CITY SCHOOLS resources. Misuse includes, but is not limited to, unauthorized: access to data files; use of information processing hardware; use of MCS's telecommunications network; use of office supplies and other materials; and use of clerical support staff members. Provider Employees who misuse MCS's resources are subject to replacement, without cost to MCS. Provider agrees to reimburse MEMPHIS CITY SCHOOLS for the cost of the misused resources. At the expiration or termination of a Provider Employee's Statement of Work, Provider shall ensure that such Provider Employee returns to MEMPHIS CITY SCHOOLS the MEMPHIS CITY SCHOOLS security badge issued to the Provider Employee for entry to the MEMPHIS CITY SCHOOLS facility as well as any other hardware or equipment provided by MEMPHIS CITY SCHOOLS to such Provider Employee (e.g., laptop, PC, beeper, cell phone, etc.) and certify in writing that this is complete. MEMPHIS CITY SCHOOLS may, in its sole discretion, offset from any amounts due and owing to Provider the value of any hardware or equipment that is not returned toMCS.

17.2 <u>Information Resources Policy</u>. Provider Employees' use of MEMPHIS CITY SCHOOLS information resources shall be in accordance with MCS's Information Services Department standards.Employees performing Services hereunder. Provider Employees with access to MCS's network, computer and telecommunications resources agree to abide by MCS Information Systems standards..

18. RIGHT TO AUDIT

18.1 <u>Right to Audit.</u> Provider shall keep full and accurate records and documentation to substantiate the amounts claimed on an invoice including, but not limited to, hours expended, travel and invoice line items, which records shall be made available to MEMPHIS CITY SCHOOLSat all times. In addition, Provider's records applicable to the Services performed for MEMPHIS CITY SCHOOLSshall be open to audit by MEMPHIS CITY SCHOOLSor any authorized representative of MEMPHIS CITY SCHOOLSduring the term of this Agreement and until two years after the completion of a Statement of Work or earlier termination of the Statement of Work, whichever occurs first.

19. NON-EXCLUSIVE

19.1 <u>Non-exclusive.</u> This Agreement is not an exclusive agreement and nothing herein shall be construed so as to prevent MEMPHIS CITY SCHOOLSfrom entering in to the same or similar agreements with other   third parties.

20. TERM OF AGREEMENT

20.1 <u>Term.</u> The term of this Agreement shall commence on the Execution Date and shall continue thereafter until terminated by either party upon thirty (30) days prior written notice; provided, however, in no event will Provider be permitted to terminate the Agreement prior to completion of all Statements of Work executed pursuant to this Agreement. It is understood that MEMPHIS CITY SCHOOLSshall have the right to terminate any Statement of Work pertaining to this Agreement at any time upon ten (10) working days prior written notice to Provider. In such event, Provider shall deliver to MEMPHIS CITY SCHOOLSall work in progress and completed work.

21. STANDARD OF PERFORMANCE

21.1 <u>Standard of Performance.</u> The Services shall be performed in a good, workmanlike manner in accordance with the standards of Provider's profession and such other accepted standards as may be applicable to the services of the kind performed under this Agreement. Provider shall remain primarily liable for the performance of its subcontractors. Provider will bear all costs required to correct errors and omissions in violation of the standard of skill set forth in this Agreement.

22. MISCELLANEOUS

22.1 <u>Assignment.</u> This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns. MEMPHIS CITY SCHOOLSmay assign this Agreement as part of the sale of that part of its business which receives the Services or which uses or has the right to use any Deliverable, or pursuant to any merger, acquisition, consolidation or other reorganization, at no additional cost, without Provider's consent, upon notice to Provider. Provider shall not assign this Agreement without MCS's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all the rights and obligations of the assigning party set forth in this Agreement.

22.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its choice of law provisions and specifically excluding from application to this Agreement the Uniform Computer Information Transactions Act, in any form.

22.3 Consent to Jurisdiction, Venue and Service. The Parties consent and agree that all legal proceedings relating to the subject matter of this Agreement and all disputes arising from this Agreement shall be maintained in courts sitting within the State of Tennessee, and the Parties consent and agree that jurisdiction for such proceedings and disputes shall lie exclusively with such courts and the venue shall be in Memphis, Tennessee.

22.4 Entire Agreement. This Agreement, together with the Statements of Work and other documents that may be executed pursuant to this Agreement and incorporated herein, constitutes the entire agreement between the Parties and shall supersede any and all prior agreements, communications and understandings between the Parties with respect to the subject matter hereof. The terms of this Agreement shall apply notwithstanding any proposed variations or additions that may be contained in any purchase order, invoice or other communication submitted by Provider. This Agreement may not be modified, amended or changed except by mutual agreement in writing which specifically recites that the Parties intend such writing to amend this Agreement and which is signed by authorized representatives of each party.

22.5 Notices. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by express delivery or confirmed facsimile, or certified mail, return receipt requested, to the Parties at the respective address set forth above or to such other address as the party to receive the notice has designated by notice to the other party.

22.6 Severability. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

22.7 No Waiver. The failure by either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

22.8 Survival. The provisions of this Agreement relating to "Intellectual Property," "Independent Contractor - Compliance with Laws," "Confidential Information," "Date Warranty and Compliance," "Indemnification Agreement," and "Hiring Employees" shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Execution Date first set forth above.

Provider:_____   Memphis City Schools

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Appendix A. Functional Requirements: Document Management

Document Management technology helps organizations better manage the creation, revision, and approval of electronic documents. It provides key features such as library services, document profiling, searching, check-in/check-out, version control, revision history, and document security.

Project Note for Document Management:

Within the context of Memphis City Schools, any ECM system must provide a viable interface with all software programs utilized by MCS that contain data that become electronic documents such as Student Management System (Chancery) and Easy IEP software program.

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Describe your company's past experience and current capabilities respecting the integration of varied data forms for storage, retrieval and transfer in an enterprise-wide information system and to external systems via standard Application Program Interfaces (APIs). Please include a discussion of your ability to develop integrated systems that move data programmatically. You should provide concrete examples/statistics of data types, file sizes, applications supported and API's used/supported.

B. MCS is still highly dependent on paper-based transactions. Although this dependency will lessen over time, stakeholders require solutions to enable the conversion of paper to digitized information for analysis, indexing, processing, filing and long term storage. Please describe how your system manages this capture process, including the automatic classification, indexing, extraction and routing of paper records to create searchable, actionable electronic information.

C. Please describe how your document management solution will support MCS. Specifically, how will your solution allow internal and external users of MCS to access, modify, copy and/or print documents electronically with MCS using internal or external computers via the network or the internet?

D. Provide specific details of how the document management system will support the creation, dissemination, and storage of administrative documents/records administrative sections (Human Resources, Legal, Administration, Student Records, Financial, etc.) for the appellate courts located throughout California.

E. What features/benefits set your document management system apart from your competitors? Provide specific examples and explain why your solution is the "right" solution for MCS?

DETAILED REQUIREMENTS

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

A1. Capture

ITEM	REQUIREMENT	NUMERIC RESPONSE	ADDITIONAL INFORMATION/COMMENTS
A1.1	System or software provider shall provide a method to manage the mass and ongoing migration of legacy documents.		
A1.2	System shall provide a method to facilitate hard copy to electronic conversion.		
A1.3	System shall support "fax to file" functionality- ability for system to receive faxes. As incoming documents are received, the system shall support the ability to receive incoming documents and automatically route the document based on configurable rules either by incoming telephone number or through forms or OCR processing.		
A1.4	System shall support optical character recognition.		
A1.5	System shall support centralized and decentralized capture.		
A1.6	System shall support forms processing, including the ability to extract data from boxes and lines to populate databases.		
A1.7	System shall support handprint recognition (Intelligent character recognition).		
A1.8	System shall support scanner and copier input.		
A1.9	System shall support batch scanning of documents.		
A1.10	System shall provide automated quality assurance for scanned images, including checks to validate the scanning process was complete, validation of readability, re-scanning of poor quality images, verification of page counts and security for each document.		
A1.11	System shall support multi page and double sided documents, as well as documents of varying size and paper weight.		
A1.12	System shall provide image clean up capabilities (noise reduction, deskew).		
A1.13	System shall support OMR (Optical Mark Recognition).		
A1.14	System shall support barcode and checkbox recognition.		
A1.15	System shall support drag 'n drop functionality for moving files into the repository.		

A2. Creation, Classification and Management

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
A2.1	System shall provide mechanisms for the identification of specific attributes of a document or database record to facilitate retrieval.		
A2.2	System shall provide the ability to automatically assign a unique number for each document created and include this number in an automatically generated footer. This shall facilitate association of hard copy/printed documents with their corresponding electronic records.		
A2.3	System shall provide the ability to index images manually or automatically via Optical Character Recognition (OCR) supported templates.		
A2.4	System shall have the ability to export scanned images and index information to the document management repository.		
A2.5	System shall provide the ability to associate key words and summary information with documents.		
A2.6	System shall provide the ability to categorize documents per specified classification schema and business rules.		
A2.7	System shall provide tools for template management, and the ability to associate workflow with specific templates.		
A2.8	System shall enable users to continue viewing a document when it is checked out.		
A2.9	System shall support auto assignment and manual assignment of metadata per business rules.		
A2.10	System shall provide users visual feedback indicating a file's status (e.g. who has content checked out, how long it has been checked out).		
A2.11	System shall support related documents- (e.g. health records and assessment results).		
A2.12	System shall support search for related documents.		
A2.13	System shall provide redline capabilities for files in multiple formats, including PDF, HTML, MS Office, etc.		
A2.14	System shall provide a redline/annotation tool that allows reviewers or document collaborators flexibly annotate documents circulated for feedback. The tool shall		

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
	enable one to one comparison or one to several comparison of document versions.		
A2.15	System shall allow users to build, manage and share database driven applications.		
A2.16	System shall provide the capability for authorized individuals to add user defined data fields, in addition to standard meta-tags.		
A2.17	System shall provide check-in/check-out control for each content item stored in the content repository.		
A2.18	System shall provide the ability for uses to check-out a document for offline work and later synchronize with the repository.		
A2.19	System shall provide version control to maintain version integrity throughout the lifecycle of a document.		
A2.20	System shall support varying levels of version control and enforcement of "reason for change" comment entry upon document check-in.		
A2.21	System shall provide the ability to configure version control via the admin interface to allow for the creation of new files for each version as required.		
A2.22	System shall provide the ability to lock a document once it is "final" and indicate this status. Once locked, new versions cannot be created.		
A2.23	System shall allow for each version of a document to be assigned individual access control rights and metadata values.		
A2.24	System shall support a variety of file formats and types. Please specify any file type or format restrictions in the comments, if applicable.		

A3. Delivery

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
A3.1	System shall support export of scanned images to a document repository.		
A3.2	System shall provide seamless integration between document management and web content management, and enable movement of content between systems for purpose of delivery, archiving, etc.		

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
A3.3	System shall support conversion of documents from assorted formats to standardized formats for print and web production.		
A3.4	System shall support downloads of files or groups of files from the DMS		
A3.5	System shall support file compression when sending/transferring files.		
A3.6	System shall support the automatic generation of emails within the DMS and emailing of documents or groups of documents.		
A3.7	System shall support programmatic calls for documents from the court case management or other systems.		
A3.8	System shall support selection and grouping of multiple files for download or other transfer out of the repository (burning to disc, email, etc)		
A3.9	System shall support integration with workflow processes, and allow for processes to be triggered based on defined rules associated with specific document types, templates, etc. Example- when a document of Type X is scanned and exported to the document management system, Workflow A is triggered.		
A3.10	System shall allow users to navigate the file repository via desktop file editing tools, including MS Office. For example, users shall be able to open or save files from within a word processing application (MS Word) without opening a separate interface.		
A3.11	System shall support content reuse through document or content objects.		
A3.12	Document management component shall integrate seamlessly with other key modules of the ECM solution, including digital asset management, web content management and learning content management.		
A3.13	System shall support the ability for users to fax documents directly from their computer either during or without viewing the document in the repository. The user shall also have the ability to select a range of documents and have them routed to a fax server for transmission.		

A4. Archiving

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
A4.1	System shall provide a mechanism for electronic archiving.		
A4.2	System shall provide a mechanism for indexing and tracking offline hard copy documents, including offline archives.		
A4.3	System shall provide a mechanism for tracking hard copy versions of electronically filed documents.		

A5. Security

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
A5.1	System shall provide a document audit trail. The audit trail shall indicate all activity associated with a document and individuals accessing the file.		
A5.2	System shall provide a mechanism for assuring that new files created from templates are saved as separate files.		
A5.3	System shall provide mechanism to control printing rights.		
A5.4	System shall provide role-based, folder-based and document level security.		

A6. Forms Management

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
A6.1	System shall support form-based generation of documents.		
A6.2	System shall support online form creation, publication and management.		
A6.3	System shall support the following form elements: checkboxes, radio buttons and data entry fields.		
A6.4	System shall support automatic calculations for figures within form fields.		
A6.5	System shall provide a method to collect and analyze form data, such as database tables.		
A6.6	System shall provide for export of collected form data to Oracle, Excel or MS Access.		

ITEM	REQUIREMENT	NUMERIC RESPONSE	COMMENTS
A6.7	System shall support the attachment of related content items to a form record, including related documents or images.		
A6.8	System shall enable forms to be published to the web via the CMS without programming or technical expertise.		
A6.9	System shall support email distribution of forms, integrating with MS Exchange and Lotus Notes.		
A6.10	System shall support paper-to-digital form conversion, and enable the user to edit a form once converted.		
A6.11	System shall support bar code labeling for forms.		
A6.12	System shall support the ability to merge collected data into document templates.		

END OF APPENDIX A

Appendix B. Functional Requirements: Web Content Management

Web Content Management technology addresses the content creation, review, approval, and publishing process of Web-based content. Key features include creation or authoring tools or integrations, input and presentation template design and management, content reuse management, and dynamic publishing capabilities.

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Describe your philosophy on the relationship between web content and presentation. Please include a concise statement of your company's philosophy on the web content management system's role in determining site design.

B. Concisely describe the benefits of your proposed solution for the stakeholders in this system (Content creators, site designers, site programmers/developers, approving managers and end-users).

C. Briefly describe your web content management capabilities related to content publishing and quality control.

D. Briefly describe how your web content management solution addresses personalization and the ability to customize content presentation by user role or profile.

E. Briefly describe how your web content management solution integrates with other enterprise content management components.

F. What features/benefits set your products/services apart from your competitors in the area of web content management? Provide specific examples and explain why your solution is the "right" solution for MCS.

DETAILED REQUIREMENTS

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

B1. Content Creation

ITEM	REQUIREMENT	NUMERIC RESPONSE	ADDITIONAL INFORMATION/COMMENTS
B1.2	System shall support tools to facilitate metadata generation during content item creation, including keyword "pick lists" to allow metadata to be chosen from a pre-defined schema.		
B1.3	System shall provide the ability to create a number of predefined and/or customizable templates using a combination of elements including: navigational elements driven out of a metadata repository and defined taxonomy, static links to other internal/external sites, pages or applications, plain/formatted text elements, images and aggregated content items.		
B1.4	System shall provide the ability to create and edit site links using a simple browser template option.		
B1.5	System shall provide the ability to create an automated "breadcrumb" trail.		
B1.6	System shall provide the ability to create new navigation structures with a minimum of effort.		
B1.7	System shall provide the ability to create, edit and spell check text using a simple browser template option.		
B1.8	System shall provide the ability to easily create web-based forms (e.g. Feedback, Notification, membership registration). The forms will validate input data within the form. If possible, this shall be a "wizard" like tool usable by non-technical users.		
B1.9	System shall provide the ability to build navigation structures in languages other than English.		
B1.10	System shall provide the ability to import and manage images using a simple browser template option		
B1.11	System shall provide the ability to import content items or attachments from MCS standard operating environment using a simple browser template option.		

ITEM	REQUIREMENT	NUMERIC RESPONSE	ADDITIONAL INFORMATION/COMMENTS
B1.12	System shall provide the ability to automatically generate and update a site map for each website.		
B1.13	System shall provide the ability to automatically set or change dates for review, publication and expiry of a content item dependent on MCS business rules (e.g. author, content item type or site standard/policy for review dates).		
B1.14	System shall provide the ability to manually set overrides for content review, publication and expiry dates.		
B1.15	System shall provide the ability to review/approve content and metadata within a single workflow process.		
B1.16	System shall provide the ability to create chunks of content that can be published in multiple site locations.		
B1.17	System shall provide or integrate with tools used to author web based programs that can generate dynamic content in several formats (e.g. pdf, html, xml, rtf).		
B1.1	System shall provide the ability to create items of content for delivery in multiple environments and for multiple files in a single environment.		

B2. Content Publishing and Quality Control

ITEM	REQUIREMENT	RESPONSE	COMMENTS
B2.1	System shall support central and decentralized role-based content publishing.		
B2.2	System shall support automatic publication of content items based on completion of review/approval workflow processes.		
B2.3	System shall provide a link checking utility able to detect, notify, manage and allow maintenance of broken links.		
B2.4	System shall provide the ability to easily/automatically maintain the integrity of internal site links.		
B2.5	System shall provide the ability to automatically check for, identify,		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	notify and update/refresh links that reference content that has been moved, removed or expired.		
B2.6	System shall provide the ability to maintain synchronization, automatically updating appropriate content used by multiple pages or sites so that it remains consistent.		
B2.7	System shall provide the ability to manage versions of individual content items and pages (e.g. including details of records such as publishing and revision dates, activities, content creator).		
B2.8	System shall provide the ability to manually override automatically generated review and expiry dates for content items based on role.		
B2.9	System shall provide the ability to migrate content and links to another CMS.		
B2.10	System shall provide the ability to migrate existing web content and structure into the CMS from legacy sites, systems and data repositories.		
B2.11	System shall provide the ability to publish/unpublish a single item of content in multiple delivery environments with the option of different delivery requirements/templates (e.g. displayed on Intranet, Extranet and Internet sites).		
B2.12	System shall provide the ability to publish multiple variations of a single content source to a variety of web page contexts on the same website or to different websites (e.g. for different audiences, languages, summary or full version of the content item).		
B2.13	System shall provide the ability to schedule the automatic publication or removal or content items within a single site or across more than one website generated by the CMS.		
B2.14	System shall provide the ability to publish/unpublish content items to more than one website generated by		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	the Web CMS.		
B2.15	System shall provide the ability to publish/unpublish content items to one or many locations within a single site.		
B2.16	System shall provide the ability to search, preview and replace a content item across the site or sites managed by the Web CMS based on MCS business rules.		
B2.17	System shall provide the ability to view content items in-context via a browser, to see how the content item will appear in the website- (what you see is what you get) preview. The browser option shall ensure the preview pages are not exposed to external search engines.		
B2.18	System shall provide the ability to view a list of content items based on status of review and expiry dates.		
B2.19	System shall provide the ability to view all changes of content in previous version.		
B2.20	System shall provide the ability to view history of all template changes.		
B2.21	System shall provide the ability to view history of content changes.		
B2.22	System shall provide check-in/check-out control for each content item stored in the content repository.		
B2.23	System shall support delivery of content items to a range of delivery channels and technologies, covering both on-line and off-line and including SMS/Mobile Phones, WAP, Windows Mobile, fax and print.		
B2.24	System shall support automatic updating of navigation structures as the site structure, predefined templates and content items are updated.		
B2.25	System shall provide the ability to publish content in Languages other than English.		
B2.26	System shall provide the ability to edit content items and route for review/approval without affecting the		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	published work.		
B2.27	System shall provide the ability to set, validate and enforce mandatory compliance and performance standards/rules (e.g. accessibility compliance, page size and speed or broken links).		
B2.28	System shall provide the ability to import/export associated content records (eg metadata).		
B2.29	System shall provide reports on associated content records.		

B3. Content Presentation

ITEM	REQUIREMENT	RESPONSE	COMMENTS
B3.1	System shall provide the ability to modify a navigation menu look and feel via templates.		
B3.2	System shall provide the ability to modify the navigation structure while automatically maintaining links to published content items.		
B3.3	System shall provide the ability to select from a number of predefined and/or customizable templates to control the visual presentation of content items.		
B3.4	System shall provide the ability to separate design from content through the use of templates.		
B3.5	System shall provide the ability to generate delivery templates and published content using Cascading Style Sheets (CSS).		
B3.6	System shall adhere to section 508 standards for disabilities.		
B3.7	System shall comply with FERPA and HIPAA.		
B3.8	System shall provide the ability for users to personalize the look of the entry page (e.g. My Page concept) and choose to add a number of links/services to their customized page.		
B3.9	Ability to display content items and search for content in languages other than English.		
B3.10	System shall support explicit		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	customization of information delivery by user and/or user role. The system shall have the ability to tailor content and content presentation based on data provided by the user, an established/stored user profile or user type or logged by the system for anonymous site visitors or guests.		
B3.11	System shall have the ability to save data entered by users in context of the site or web based program (and associate with user profile, if available).		
B3.12	System shall provide logging/tracking tools to support customization, e.g. the delivery of tailored or specific information and services to an anonymous site visitor.		
B3.13	System shall provide the ability to generate a plain English URL for key web pages for easy referencing by non-technical end users and search engines.		
B3.14	System shall enable administrators to manually create a specific URL link for a site page.		

B4. Interdependencies

ITEM	REQUIREMENT	RESPONSE	COMMENTS
B4.1	Web content management component shall integrate seamlessly with other key modules of the ECM solution, including digital asset management, document management, learning content management and business process management.		
B4.2	System shall support content contribution from external (non-network) parties.		
B4.3	System shall provide the ability to integrate with site analytics and reporting tools and services (e.g. Crystal Reports and Cognos).		
B4.4	Ability to integrate with third party workflow processes for cross-system workflow management (example: ability to integrate with Cyborg for		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	recruiting workflow management).		
B4.5	System shall provide the ability to interface with MCS systems for workflow tasking, scheduling and collaboration.		
B4.6	System shall have the ability to integrate MCS programs for e-filing; system shall support programmatic retrieval of documents via the case management system and document management system.		
B4.7	System shall support both inbound and outbound content syndication.		
B4.8	System shall have the ability to receive chunks of content, aggregate and/or present content from external sources.		.

B5. Technical

ITEM	REQUIREMENT	RESPONSE	COMMENTS
B5.1	System shall provide a reliable and stable CMS with a proven capability and continuous high levels of up-time.		
B5.2	System shall provide an open Application Programming Interface (API) and standard architecture to connect and interact with external systems.		
B5.3	System shall provide a site page authoring system that requires minimal training and can be used by non-technical users.		
B5.4	System shall provide the ability to integrate with products included in MCS standard operating environment (SOE).		
B5.5	System shall provide the ability to integrate with Active Directory (AD) for workflow routing and notifications.		
B5.6	System shall provide monitoring of deployment to production and notification of deployment failures or system problems.		
B5.7	System shall provide navigation menus that support a minimum of		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	four levels of template-driven navigation.		
B5.8	System shall support scalability of sites and system as MCS sites, content, workflow and usage increases or decreases.		
B5.9	System shall support development, testing / staging and production environments, and control of movement between each.		
B5.10	System shall support automatic and manual creation/management of versions or snapshots of individual components, site sections or entire web sites.		
B5.11	System shall provide tools to compare, track and roll back individual components, site sections or entire web sites to a prior version or "snapshot."		
B5.12	System shall provide version control management for content and templates in development, test/stage and production environments.		
B5.13	System shall provide tools to support deployment of sites, including externally hosted sites, across a number of internally and externally hosted servers.		
B5.14	System shall support storage and retrieval of a wide range of common and MCS standard content types: structured content (e.g. database data, Microsoft Excel spreadsheets, forms and transactions); documents (e.g. Microsoft Word, Acrobat PDF, RTF, TXT, XML and HTML pages); presentations (e.g. Microsoft PowerPoint presentations, drawings, plans and maps, images, audio, video) and other "rich" media.		
B5.15	System shall provide the ability to import/export content items into an agreed markup language (e.g. to make a copy of the website on CD-ROM).		

END OF APPENDIX B

Appendix C: Functional Requirements: Collaboration

Collaboration technologies enable individual team members, such as employees or business partners, to easily create and maintain project teams, regardless of geographic location. These technologies facilitate collaborative, team-based content creation through functionality such as discussion threads, virtual workspaces, and whiteboard and annotation capabilities.

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Please describe how your product differentiates between project-based collaboration and standard document management. What additional tools are available for distributed project teams to work together and share information online?

B. Briefly describe tools for creating and managing virtual workspaces for documents or project teams.

C. What features/benefits set your products/services apart from your competitors in the area of collaboration? Provide specific examples and explain why your solution is the "right" solution for MCS.

DETAILED REQUIREMENTS

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

C1. Collaboration

ITEM	REQUIREMENT	RESPONSE	COMMENTS
C1.1	System shall allow for the creation of a "document workspace" to allow individuals to casually collaborate on an in-process document prior to a formal review and editing processes.		
C1.2	System shall integrate fully with the MS Office Suite, including MS Word, Excel and PowerPoint.		
C1.3	System shall provide a knowledge base /solutions database tool		
C1.4	System shall provide mechanisms for managing groups of associated content in conjunction with a specified project team		
C1.5	System shall provide the ability to work offline and synchronize work when returning to the online environment.		
C1.6	System shall support user BLOGs		
C1.7	System shall support team/project based work spaces/sites for project teams to post documents, manage meetings, membership, calendars, etc.		
C1.8	System shall support shared flexible, calendaring. It shall allow for calendar events to be managed at a level of detail whereby users see events by role. The system shall be able to push events to multiple published calendars.		
C1.9	System shall support threaded discussion boards		
C1.10	System shall support tracking and assignment of project tasks to team members		
C1.11	System shall support collaboration with external parties, and the ability to differentiate between internal and external access for team members		
C1.12	System shall provide the ability to create and manage surveys.		

END OF APPENDIX C

Appendix D: Functional Requirements: Learning Content Management

Learning Content Management technology combines the capabilities of Web content and document management with the ability to manage learning objects according to educational standards.

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Briefly illustrate and explain how content is typically created using your LCMS product.

B. Please provide a detailed explanation of how your system manages learning objects to create and publish new learning content.

C. Although the agency does not intend to track individual learners, we wish to leverage LCMS tools to dynamically generate custom content by learner profile. In addition to the core authoring and publishing capabilities of dynamically assembling reusable learning objects based on either an assessment exercise or the authors' sequencing instructions, please address how the LCMS will support profile or role-based e-learning and performance support (i.e. job role, location, past experience, preferred learning style or media types, assessment results, past use, etc).

D. Briefly describe your interoperability or preferences with third party tools such as LMS products, or native LMS functionality, and e-learning authoring tools.

E. In order to maximize the cost savings associated knowledge base maintenance, we will need to seek ways to reduce the labor costs of migrating legacy courses, assorted types of content and materials, and learning objects to the single centralized repository our LCMS will access. Please describe how your proposed solution addresses this issue.

F. What features/benefits set your products/services apart from your competitors in the area of learning content management? Provide specific examples and explain why your solution is the "right" solution for MCS.

DETAILED REQUIREMENTS

Response Key:

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

D1. Learning Content Management

ITEM	REQUIREMENT	RESPONSE	COMMENTS
D1.1	System shall be compatible with external authoring tools for the creation, editing and upload of content.		
D1.2	System shall include a searchable RLO (reusable learning objects) repository.		
D1.3	System shall provide a mechanism for the creation and management of reusable learning objects (RLOs).		
D1.4	System shall provide a robust repository for defined formats (see format list).		
D1.5	System shall provide built in HTML and Flash templates.		
D1.6	System shall provide content authoring tools.		
D1.7	System shall provide for templates to standardize the look and feel of content (e.g. lesson plans, etc).		
D1.8	System shall provide out of the box templates for content creation.		
D1.9	System shall provide the ability to check-in/check-out courses or learning objects.		
D1.10	System shall provide the ability to create custom templates (template repository).		
D1.11	System shall provide the ability to import/upload existing courses.		
D1.12	System shall provide users visual feedback indicating a file's status (who has content checked out, how long it has been checked out).		
D1.13	System shall provide version control for learning objects.		
D1.14	System shall support metadata tagging of content for indexing.		
D1.15	System shall Support multiple web graphics standard formats (GIF, JPEG, etc).		
D1.16	System shall support multiple, concurrent authors.		
D1.17	System shall support production notes and developer comments (for feedback cycles).		
D1.18	System shall support the ability to work off-line, download content and re-synch with the repository.		
D1.19	System shall support web-based content creation and editing.		
D1.20	System's content authoring tools shall include certification development tools.		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
D1.21	System shall support creation of learner profiles and the ability to generate content by profile, so that a learner of a certain type and location could receive customized courseware according to his or her attributes.		
D1.22	System shall support tracking of individual learners via personal identifiers		
D1.23	System shall support association of a learners' identifier with standard learner profile		
D1.24	System shall support generation of content or content outlines for "suggested coursework" appropriate to a learner's specified profile		
D1.25	System shall allow learners to pause mid-course. The system shall track the learner's place within a course and allow the learner to resume in a new session at a future time.		
D1.26	System shall support certification testing and tracking		
D1.27	System shall support generation of template-based certificates for learners to print following completion of a course or set of courses		

END OF APPENDIX D

Appendix E: Functional Requirements: Digital Asset Management

Digital Asset Management technology refers to the storage, retrieval, and distribution of digital assets (files), such as audio, video, and still-image files in a centralized and systematically organized system, allowing for the quick and efficient access and reuse of the digital files that are essential to the entire organization. Digital Asset Management also typically provides capabilities for rights management.

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Briefly describe your system's capabilities for tracking and distributing audio and video content.

B. Describe you company's/product's capability to provide platform independent digital asset management in a multiple format/multiple application environment.

C. Describe your ability to maintain document integrity and transferability of digital assets regardless of format and across varied applications.

D. Discuss the capabilities of your company's product/solution to support interactive digital assets. Please include a discussion of your product/solution's capability to support varied applications while maintaining system integrity/security.

E. List the variety of video streaming formats supported.

F. Describe your implementation of "versioning" of static assets with varying content or image quality.

G. Describe your implementation of "versioning" of video assets with varying content or image quality.

H. What features/benefits set your products/services apart from your competitors in the area of digital asset management? Provide specific examples and explain why your solution is the "right" solution for MCS.

DETAILED REQUIREMENTS

Response Key:

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

E1. Cataloguing, Management and Delivery

ITEM	REQUIREMENT	RESPONSE	COMMENTS
E1.1	System shall support all standard content management capabilities for digital assets, including version control, check-in/check-out, audit trails, revision history, indexing and profiling, etc.		
E1.2	System shall provide the ability to control permissions to digital content.		
E1.3	System shall enable the usage environment to honor the rights associated with the content. For example, if the user only has the right to view the content then printing or copying will not be allowed.		
E1.4	Digital asset management component shall integrate seamlessly with other key modules of the ECM solution, including document management, web content management and learning content management.		
E1.5	System shall provide a simple mechanism for import of assets, such as drag and drop.		
E1.6	System shall provide a mechanism for preview of images and documents		
E1.7	System shall support translation of images to various file formats including psg, jpg, gif, bmp, png, and tiff.		
E1.8	System shall support storage of unlimited image renditions for quick reuse of any format or size.		
E1.9	System shall support compression of images to usable sizes.		
E1.10	System shall support a "shopping cart" folder to enable users to gather a group of files for download en masse.		
E1.11	System shall provide activity logging for administrative monitoring of downloads by users.		
E1.12	System shall provide a mechanism for mass uploads of scanned.		
E1.13	System shall support storage of 3D files, such as CAD.		
E1.14	System shall provide tools to manage PowerPoint presentations and assemble new presentations from a slide repository.		
E1.15	System shall provide auto-archiving capability per pre-defined business rules.		

END OF APPENDIX E

Appendix F: Functional Requirements: Enterprise Search

Enterprise Search technologies use one search system across an organization, no matter what the technology platform. Enterprise search solutions are designed to search and index multiple repositories across different technologies to maximize the scope of the search through a single interface. The best enterprise search solutions also maintain the profile of the user's security across the different servers and domains, because there will always be certain information that some people are not meant to see.

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

    A. Briefly describe your federated search capabilities. In addition to searching the core ECM repositories, MCS requires a search tool that may include results from file servers, the web, e-mail, enterprise application data and reports, and records within databases. Explain which data stores are covered by your search engine "out of the box" and which may require integration or other workarounds.

    B. Where necessary or desirable can this search capability be tailored to limit the areas of the ECM which are searched? Can this limitation be modified by the administrator or end-user as needed?

    C. Briefly describe product differentiators in the area of enterprise search. Why is your solution the "right" solution for MCS.

DETAILED REQUIREMENTS

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

F1. Enterprise Search

ITEM	REQUIREMENT	RESPONSE	COMMENTS
F1.1	System shall support federated search of multiple sources, including file servers, web, e-mail, enterprise application data and reports, records within databases and the content management system.		
F1.2	System shall have the ability to control access to items of content from search and/or site map indexing based on MCS business rules or security roles (i.e. users shall only see results to which they have access).		
F1.3	System shall have the ability to integrate simple and advanced search screens and result screens into the user interface.		
F1.4	System shall control the discoverability of content items by external search engines.		
F1.5	System shall have the ability to generate a plain English URL for key web pages for easy referencing by non-technical end users and search engines.		
F1.6	System shall have the ability to interface with thesauri or allow import of thesauri data into search engine thesaurus for browsing, selection and searching.		
F1.7	System shall provide a soundex (sounds like) capability in the thesaurus function so that misspelled terms can be related to their correct spelling.		
F1.8	System shall provide comprehensive search facilities across the entire website, multiple sites or sub sites to support content publishing.		
F1.9	System shall retrieve results in a timely fashion: goal is to ensure that tool adoption will not be negatively impacted by the speed at which it returns results.		
F1.10	System shall support "pre-processing" of all search terms against the thesauri and automatically include related terms in the search.		
F1.11	System shall have the ability to query		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	and retrieve standard metadata.		
F1.12	System shall support automatic indexing, keyword generation, and full-text indexing.		
F1.13	System shall support comprehensive external search facilities across the entire website, multiple sites or sub sites for end users.		
F1.14	System shall support key word and metadata search.		
F1.15	System shall support multilingual search.		
F1.16	System shall support separate indexing of content items for each supported website.		
F1.17	System shall support the automatic modification of search results based on site usage and search patterns (e.g. weighting the most popular sites/search results selected by the user to appear high in the search results list).		
F1.18	System shall support the measurement of the use/effectiveness of each keyword search query entered by a user in searching the website. This capability may be provided by a third party web metrics facility.		
F1.19	System shall support natural language search interaction		
F1.20	System shall support case independent search		
F1.21	Systems shall conduct present partial matches (2 words out of more) after exact matches and occurs-in-page matches		
F1.22	Support the use of Boolean operators (and; or; not) and proximity operators (near; with) to refine searches and accept phrases for full-text searches.		
F1.23	System shall provide the ability for the CMS to control display of and access to items of content from search and/or site map indexing based on MCS business rules or security roles (i.e. users only see results to which they have access)		
F1.24	System shall provide the ability to search by learning object or learning		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	object type		
F1.25	System shall support indexing of text and common attachments (including Microsoft Office documents, Adobe PDF, etc.) within the CMS and across a number of repository types such as file systems and databases. Detail any formats not supported by system indexing.		
F1.26	System shall support search across library catalogues.		
F1.27	System shall support search and replace - mass update of learning objects.		
F1.28	System shall allow end user to create and save searches.		
F1.29	Systems shall provide a user interface to allow users to customize the sources included in a given search scope.		
F1.30	System shall support highlighting of search terms within a result set or document.		
F1.31	Systems shall provide control parameters that allow the administrator to control connection performance to content so that, for instance, a live Web server indexing can be throttled back so that indexing does not crash the server (but a file server may have a different control setting which allows for potentially faster retrieval during indexing, depending on network connectivity.)		
F1.32	Systems shall provide configurable search indexing schedules to allow administrators to set indexing at various times so they do not conflict with scheduled downtime of servers (for nightly backups).		
F1.33	System shall provide reporting features to enhance search engine results sets and design.		

END OF APPENDIX F

Appendix G: Functional Requirements: Business Process Management

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

    A. Briefly describe your workflow building tools. Is it a graphical interface? What level of technical ability is required to create new workflow processes?

    B. How does your BPM integrate with the rest of the ECM? Is the interface standard or does it require independent development/implementation?

    C. What features/benefits set your products/services apart from your competitors in the area of business process management? Provide specific examples and explain why your solution is the "right" solution for MCS.

DETAILED REQUIREMENTS

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

G1. Business Process Management

ITEM	REQUIREMENT	RESPONSE	COMMENTS
G1.1	Ability for authorized non-technical users to create and manage workflow processes. No scripting or programming shall be required.		
G1.2	Ability for non-technical users to configure notifications to various roles/individuals based on workflow status.		
G1.3	Ability to alter or override workflow dependencies to meet real-time needs (eg re-route workflow tasks).		
G1.4	Ability to assign workflow to classes of content items as well as roles and individuals.		
G1.5	Ability to escalate workflow items.		
G1.6	Ability to establish a variety of roles within a workflow process.		
G1.7	Ability to grant or withhold specific workflow permissions based on role, type of content item and other criteria.		
G1.8	Ability to include authenticated external users in a workflow.		
G1.9	Ability to manage user feedback generated through the submission of forms.		
G1.10	Ability to reassign workflow items.		
G1.11	Ability to review, approve and process content items held in any identified repository, including documents, web content, templates, forms, images, video content, 3D drawings, PDF files, etc.		
G1.12	Ability to setup proxy workflow and have that proxy workflow invoked automatically based on MCS business rules.		
G1.13	Ability to view the status of a content item through the workflow process.		
G1.14	Embedded "dashboard style" notifications- allow users to receive feedback regarding workflow tasks within the software interface		
G1.15	Provide for ad hoc workflow routing.		
G1.16	Provide a workflow approval process that is configurable to support review and approval of template and design creation.		
G1.17	Provide a workflow approval process		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	that is configurable to support varying content item status during the authoring process (eg draft, awaiting approval, approved, published, archived etc)		
G1.18	Provide a workflow approval process that notifies the appropriate persons when they need to perform a task in relation to an item (eg approval required).		
G1.19	Provide a workflow approval process that supports parallel approval steps.		
G1.20	Provide a workflow approval process that supports sequential approval steps.		
G1.21	Provide a workflow that is configurable to allow different approval processes based on how quickly the content item is to be published (eg routine or urgent).		
G1.22	Provide a workflow that is configurable to allow different approval processes based on the type of content item/template being created (eg news or policy).		
G1.23	Provide a workflow that is configurable to allow different approval processes based on where the content item is being published (eg Intranet, Extranet and Internet).		
G1.24	Provide a workflow that is configurable to allow different approval processes for different businesses within MCS.		
G1.25	Provide a workflow that is configurable to allow different approval processes if the content item is external (eg content received from external source may have a different approval cycle).		
G1.26	Provide notification mechanisms that include email and integrate with Microsoft Exchange and Lotus Notes. Notification via email is optional for users.		
G1.27	Provide preconfigured workflow options that allow for different approval processes depending on AOC requirements and business rules.		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
G1.28	System shall support "push" alerts for content. This shall allow a project manager, for example, to indicate when his team shall receive updates based on changes per a set of defined criteria.		
G1.29	System shall support subscription based alerts for content by internal or external users. This shall enable a user to indicate that he/she would like to receive an alert based on specified criteria related to a single piece of content, grouping of content, etc. For example, a user might want to be notified if content within a certain collaborative area changes, if a document is updated, if a discussion board is updated, etc.		
G1.30	System shall provide the ability to handle errors within the routing of work through a workflow engine, and the ability to pre-define a role to receive erroneous items.		
G1.31	System shall have the ability to establish timers for workflow items, and allow the user to set time-out values for specific activities.		

END OF APPENDIX G

Appendix H: Functional Requirements: Reporting and Security

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Briefly describe your reporting engine and associated tools. Do you supply standard reports? What level of expertise is required to create custom or ad hoc reports? How does security apply to data presented by advanced queries or reports?

B. How do your products integrate as a product suite? Do my DM rights transfer to the WCM product? Can your products work, out of the box, with commercial single sign-on to provide a comprehensive set of security privileges to be administered from a single console?

DETAILED REQUIREMENTS

Response Key:

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

H1. Reporting

ITEM	REQUIREMENT	RESPONSE	COMMENTS
H1.1	Systems shall have the ability to monitor workflow approval and notification processes for all content items.		
H1.2	System shall support MCS reporting tools to provide information and statistics on website usage by clients.		
H1.3	System shall provide reporting capability to track user activity- specifically usage of content, aging, etc.		
H1.4	System shall provide standard (out of box) and customizable reports.		
H1.5	The report writing tool shall support on-line viewing , printed output and file output of reports.		
H1.6	System shall provide the capability to create pre-defined reports.		
H1.7	System shall support the automatic generation and distribution of reports based on business rules.		
H1.8	System shall provide a web-based interface for reporting		
H1.9	System shall support data export for analysis and manipulation in standard desktop analysis tools, such as MS Excel.		
H1.10	The System shall provide a query building tool that supports formulation of complex queries.		

H2. Security

ITEM	REQUIREMENT	RESPONSE	COMMENTS
H2.1	System shall comply with the agency's published security policy.		
H2.2	Systems shall have the ability to interface with external directory services for security and authentication, such as Windows Active Directory (AD) or other commercial single sign on.		
H2.3	Systems shall have the ability to provide role based security across all templates, content, processes and repositories (e.g. for individuals, groups of users, individual files, directories or sites).		
H2.4	Systems shall have the ability to restrict access by end users to designated areas of a website using authentication		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
	mechanisms such as user name and password.		
H2.5	System shall enable individual security to be defined at the folder, subfolder, document and process level. This may override role based security, so that a document might have "default" security which can be restricted at the user or administrator's discretion.		
H2.6	System shall support encryption of data between the system and the user's computer through standard web encryption (SSL). Encryption algorithm used shall be based on Advanced Encryption Standards (AES).		
H2.7	Individuals shall only see those documents they have been granted access to, both when navigating and searching.		
H2.8	System shall allow administrators to control who may set, change or override document security settings.		
H2.9	System shall provide for the capture and secure storage of electronic signatures associated with content approval or other process steps.		
H2.10	System shall support compartmentalization of document repositories based on division, court, etc.		

END OF APPENDIX H

Appendix I: Technical and Administrative Requirements

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Please outline the system requirements for each component of the proposed ECM solution. Include client platform requirements, browser support, server platforms and recommended hard disk requirements for acceptable performance.

B. Outline the skills required to develop and maintain your solution.

C. Briefly describe past integrations with financial systems and/or human resource systems.

D. Briefly describe the modularity of your solution. Can individual components be implemented independent of others? How difficult is it to add new functionality without adversely affecting the overall solution?

E. Is your system fully scalable? Does it allow for an increase in the number of users and volumes of data without requiring replacement of primary system components? Please describe how your system will scale to meet the growing information needs.

A. MCS legal counsel has advised that MCS adhere to web-related accessibility standards outlined in federal U.S. Section 508 of the Rehabilitation Act (as amended). Additionally, MCS intend to voluntarily adopt an extended set of accessibility standards (specifically, WCAG 1.0 Priority 1 Checkpoints), along with custom privacy and linking policies.

Please address the following questions related to accessibility: *For this narrative question, the response does not need to adhere to the one page limit.*

- Discuss how and to what extent your product suite meets Section 508 standards. Please cite particular subparts and sections (e.g. "Subpart B § 1194.21 Software applications and operating systems."), where applicable. Also, in describing compliance, distinguish whether said accessibility feature is (a) incorporated within the product suite or (b) compatible with third-party user assistive technology.

- Regarding Section 508, Subpart B § 1194.22 Web-based intranet and internet information and applications, specifically discuss how your web content management solution can allow MCS to control/prevent non-compliant web content (i.e. web content that does not meet 508 standards, WCAG checkpoints, and/or other custom privacy, linking, or legal policies) from being published to our web sites.

- Discuss how your solution exceeds federal accessibility standards or results in additional benefits in this area, if at all. For example, can your solution automatically optimize web content delivery for screen readers, mobile devices, and RSS feeds? Does your product provide easy-to-use alternative, text-only/XML site management?

- Discuss your solution's shortcomings in the area of accessibility and how these limitations might otherwise be addressed.

DETAILED REQUIREMENTS

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written- estimate level of effort and cost
5	Item not addressed by solution

I1. Technical and Administrative

ITEM	REQUIREMENT	RESPONSE	COMMENTS
I1.1	System shall comply with JSR 168 and 170.		
I1.2	System shall follow XML Web Services standards.		
I1.3	Web interface shall be Section 508 compliant (see Appendix C for more detail).		
I1.4	System shall have the ability to integrate with products included in agency standard operating environment (defined in RFP).		
I1.5	System shall run on agency standard platform.		
I1.6	System shall have the ability to use XML to interface with other products.		
I1.7	System shall provide or support standards-based development tools (eg XML, CSS, DHTML, XSLT and other open standards).		
I1.8	Systems shall support agency application servers and platforms.		
I1.9	System shall support current industry standard web programming frameworks (e.g. J2EE or Microsoft .NET).		
I1.10	System shall support data exchange involving open standards and protocols for web services. This includes WSDL (web services definition language), UDDI (Universal Description, Discovery and Integration) and SOAP (Simple Object Access Protocol).		
I1.11	System shall support operating systems, browser and productivity applications.		
I1.12	System shall support standard messaging protocols (eg SMTP, MIME).		
I1.13	System content authoring tools shall support portability and standards: AICC, IMS, IEEE and SCORM .		
I1.14	System shall integrate with native tools for user authentication and support single sign on (Active Directory).		
I1.15	System shall integrate with registration tools used by MCS.		

ITEM	REQUIREMENT	RESPONSE	COMMENTS
I1.16	System shall support exposure of any content through standard interfaces.		
I1.17	System shall support migration and conversion of data from existing repositories, including file servers.		
I1.18	System shall have the ability to generate PDF documents from XML Documents.		
I1.19	System shall have the ability to use XML to interface with other products for document or web content import.		
I1.20	Systems shall be scalable to meet anticipated growth of the district, both in user base and content volume.		
I1.21	System shall provide web-based administration tools for managing the complete solution, including users, roles, repositories, etc.		
I1.22	System shall support customized role/security definition, allowing for individual system functions to be grouped, assigned or removed from an individual user or role profile.		
I1.23	System shall provide for segregation and assignment of administrative functions, so that individual functions may be assigned to a customized role.		
I1.24	System shall support scheduled jobs for monitoring and maintenance of the system.		
I1.25	System shall integrate with MCS standard email archiving tool, Symantec Enterprise Vault.		
I1.26	Vendor shall *support the MCS disaster recovery plan (e.g. storage and backup of content on multiple servers).*		
I1.27	System shall meet WM100 performance standards for load time (5.86 sec) and APPBENCHMARK for transaction time (18.11 sec) as outlined at http://www.webmastersolutions.com/wm100.html.		

END OF APPENDIX I

Appendix J: Implementation and Services Requirements

GENERAL QUESTIONS *(If possible, please limit responses to one page or less.)*

A. Expand on your project management methodology outlined in L1. How do you approach issue management and resolution? Do you leverage automated tools?

B. Describe your change control processes during and post implementation for version releases, patches and upgrades.

C. Expand on your training methodology outlined in L1. Discuss options for training technical staff, project team members and end users. Also address availability of train the trainer courses, documentation, online training and user help. Do user groups exist for your software package? How do you educate customers on new features and functions?

D. Please describe your levels of technical support, both during and post-implementation. If 3rd party software/partnerships will be leveraged to meet some of the agency's requirements, will the technical support extend to cover those areas?

E. What tools or methodologies do you employ to facilitate transition and ease of use amongst users of varied technical ability and knowledge? Do you provide wizards or development tools? Please provide detail.

F. Describe your process for working with an organization with a number of component parts, each of which might have different needs and priorities with respect to organization of documents? (e.g. back office staff versus school staff)?

DETAILED REQUIREMENTS
Please comment on the following requirements. Provide a brief explanation of how you meet the need expressed in each statement.

Item	*Requirement*	*Response/Comment*
J3.1	Vendor shall have an established, proven implementation methodology.	
J3.2	Vendor shall provide documentation within the system of all customization, version control changes or additional development of the system.	
J3.3	Vendor shall provide online contextual help available within the system.	
J3.4	Vendor shall provide soft and/or hard copy user and technical documentation with the system, including training manuals and quick reference cards.	
J3.5	Vendor shall provide system support options that meet MCS business needs. Support options may include a comprehensive phone and online help desk service 12x5, emergency support available 24x7 and service level agreements.	
J3.6	Vendor shall provide multiple training options for staff in technical and specialist areas such as site management, creating templates and workflows.	
J3.7	Vendor shall provide training options for staff to become proficient in the content creation, content maintenance, review and approval processes.	
J3.8	Vendor shall provide train-the-trainer options	
J3.9	Vendor shall provide end user and administrator training	
J3.10	Vendor shall provide wizards or walk-throughs to guide users	

Item	Requirement	Response/Comment
	through complex tasks or when first using the Web CMS. This is optional for the user.	
J3.11	The system shall be supported by user groups and other non-official channels that the MCS can access to provide additional support for the system.	

END OF APPENDIX J