



Request for Proposals Document Imaging Services

INTRODUCTION

Through this Request for Proposals (“RFP”), Rhode Island Housing and Mortgage Finance Corporation (“RIHousing”) seeks proposals from qualified firms to provide document imaging services.

INSTRUCTIONS

One original and two copies of the proposal should be submitted to RIHousing, 44 Washington Street, Providence, Rhode Island 02903-1721, Attn: Carl Rotella, Director, Information Technology. Please also direct a courtesy copy by email to: crotella@rihousing.com. Proposals should be concise and include all attachments and work samples. Proposals should be presented on business letterhead.

Proposals must be received no later than 4:00 EST p.m. on August 9, 2019

Respondents are advised that all submissions (including those not selected for engagement) may be made available to the public on request upon completion of the process and award of a contract(s).

SCOPE OF WORK

Please see the Scope of Work provided at Attachment A.

ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

Please note that failure to provide any information, certification, or document requested in this RFP may cause your submission not to be scored.

A. General Firm Information

1. Provide a brief description of your firm, including but not limited to the following:
 - a. Name of the principal(s) of the firm.
 - b. Name, telephone number and email address of a representative of the firm authorized to discuss your proposal.
 - c. Address of all offices of the firm.
 - d. Number of employees of the firm.

Submission
Check List



B. Experience and Resources

1. Describe your firm and its capabilities. In particular, support your capacity to perform the Scope of Work.

2. Provide a detailed list of references, including a contact name and telephone number for organizations or businesses for whom you have performed similar work.

3. Identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with RIHousing. **If none, please provide a statement to such effect.**

4. Describe how your firm will handle actual and or potential conflicts of interest.

5. Identify any material litigation, administrative proceedings or investigations in which your firm is currently involved. Identify any material litigation, administrative proceedings or investigations, to which your firm or any of its principals, partners, associates, subcontractors or support staff was a party, that has been settled within the past two (2) years. **If none, please provide a statement to such effect.**

C. Work Plans

1. Provide a detailed description of the document imaging workflow process that your firm would use to carry out the Scope of Work for each Project A and B. Please include a description of your transport fleet, scanning equipment, software, scanning and document storage facilities, and staffing plan.

2. Provide detailed information regarding the physical security of your production site and describe the security policies and procedures employed by your firm to ensure the physical and digital security of confidential information, including personally identifying consumer information and financial data of RIHousing and its customers. Attached as Attachment B is a form Non-Disclosure and Confidentiality Agreement which the successful bidder must execute as part of the engagement with RIHousing.

D. Fee Structure

The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fee proposal.

- 1. Please provide a cost proposal for providing the Scope of Work at Attachment A. Please provide separate quotes for Projects A and B.
- 2. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.
- 3. Please provide any other fee information applicable to the engagement that has not been previously covered that you wish to bring to the attention of RIHousing.

E. Miscellaneous

- 1. RIHousing encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your firm, the number and percentage of members of federally and State-protected classes in your firm who will work on RIHousing's engagement and, if applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.
- 2. Discuss any topics not covered in this Request for Proposals that you would like to bring to RIHousing's attention.

F. Certifications

- 1. RIHousing insists upon full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors. This law requires State Vendors entering into contracts to provide services to an agency such as RIHousing, for the aggregate sum of \$5,000 or more, to file an affidavit with the State Board of Elections concerning reportable political contributions. The affidavit must state whether the State Vendor (and any related parties as defined in the law) has, within 24 months preceding the date of the contract, contributed an aggregate amount in excess of \$250 within

a calendar year to any general officer, any candidate for general office, or any political party. Please acknowledge your understanding of this in your RFP response.

2. Does any Rhode Island “Major State Decision-maker,” as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, “Major State Decision-maker” means:

(i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;

(ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;

(iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is “Yes,” please identify the Major State Decision-maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §§36-14-16, 17 and 18. If your answer is “No,” please provide a statement to such effect.

3. In the course of providing goods or services to RIHousing, the selected respondent may receive certain personal information specific to RIHousing customer(s) including, without limitation, customer names and addresses, telephone numbers, email addresses, dates of birth, loan numbers, account

numbers, social security numbers, driver's license or identification card numbers, employment and income information, photographic likenesses, tax returns, or other personal or financial information (hereinafter collectively referred to as the "Personal Information"). The maintenance of the Personal Information in strict confidence and the confinement of its use to RIHousing are of vital importance to RIHousing. **Please include a letter from your president, chairman or CEO certifying that, in the event your firm is selected:**

(i) any Personal Information disclosed to your firm by RIHousing or which your firm acquires as a result of its services hereunder will be regarded by your firm as confidential, and shall not be copied or disclosed to any third party, unless RIHousing has given its prior written consent thereto; and

(ii) your firm agrees to take all reasonable measures to (a) ensure the security and confidentiality of the Personal Information, (b) protect against any anticipated threats or hazards to the security or integrity of the Personal Information, and (c) maintain reasonable security procedures and practices appropriate to your firm's size, the nature of the Personal Information, and the purpose for which the Personal Information was collected in order to protect the Personal Information from unauthorized access, use, modification, destruction or disclosure; and

(iii) when discarding the Personal Information, destroying it in a commercially reasonable manner such that no third party can view or recreate the information, electronically or otherwise.

These provisions, which implement the requirements of the Rhode Island Identity Theft Protection Act, R.I.G.L. § 11-49.2 et seq., will also be incorporated into the final contract with the selected respondent(s). In addition, if selected, your firm may be requested to provide a copy of its information security plan.



4. Please include a letter from your president, chairman or CEO certifying that (i) no member of your firm has made inquiries or contacts with respect to this Request for Proposals other than in an email or written communication to crotella@rihousing.com seeking clarification on the Scope of Work set forth in this proposal, from the date of this RFP through the date of your proposal, (ii) no member of your firm will make any such inquiry or contact until after August 9, 2019, (iii) all information in your proposal is true and correct to the best of



her/his knowledge, (iv) no member of your firm gave anything of monetary value or promise of future employment to a RIHousing employee or Commissioner, or a relative of the same, based on any understanding that such person's action or judgment will be influenced and (v) your firm is in full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

EVALUATION AND SELECTION

A selection committee consisting of RIHousing employees (the "Committee") will review all proposals and make a determination based on the following factors:

- Capacity to undertake the Scope of Work
- Proposed fee structure
- Ability to perform within time and budget constraints
- Soundness of the proposed work plans
- Strength and effectiveness of firm's data security policies and practices
- Previous work experience and performance with RIHousing and/or similar organizations
- Recommendations from references
- Effectiveness of the firm's affirmative action program and practices
- Other pertinent information submitted

RIHousing may invite one or more finalists to make presentations.

In its sole discretion, RIHousing may negotiate with one or more firms who have submitted qualifications to submit more detailed proposals on specific projects as they arise.

RIHousing may select a firm or firms for Project A only, Project B only or both Project A and B. If your firm is interested in providing a proposal for only one of the Projects, please indicate this preference on your proposal.

By this Request for Proposals, RIHousing has not committed itself to undertake the work set forth. RIHousing reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. RIHousing reserves the right to make those decisions after receipt of responses. RIHousing's decision on these matters is final.

For additional information contact: Carl Rotella, crotella@rihousing.com.



Attachment A Scope of Work

RIHousing seeks to engage a qualified firm to perform the following document preparation and imaging services on a project basis.

- Project A - Scan documents of various sizes (primarily pages measuring 8 ½” x 11”, 8 ½” x 14”)
- Project B - Scan architectural plans and specifications of various sizes. Sizes include, without limitation, 42” x 30”, 36” x 36”, 24” x 30”, and other smaller dimensions. Some plans and specifications may be brittle, faded, or may otherwise require special handling due to age.

The following activities will be performed for **both** Projects A and B:

- Preparation, packaging, and secure transport of documents from RIHousing’s headquarters, located at 44 Washington Street, Providence, Rhode Island, to the selected firm’s scanning location;
- Comprehensive coding and tracking of documents using a computerized system;
- Provision of reasonable access to files by RIHousing staff while the files are stored in the scanning facility;
- Preparation of documents for scanning;
- Scanning of documents providing the highest possible image quality (minimum 300 dpi) and document indexing, readable and accessible by RIHousing’s content manager software. RIHousing uses Xerox DocuShare (“DocuShare”) content management software. The scanned images produced by the respondent must be readable by DocuShare and must contain bar codes to enable the upload of images to the DocuShare system; RIHousing is using a scan to file share location to ensure verification of the images;
- Testing or provision of proof of concept (to RIHousing’s satisfaction), testing to be completed within two business days of receipt;
- Delivery of media through a secure SFTP;
- Performance of quality control to ensure that records are accurately scanned, indexed, bar coded, and transferred;
- A logged list shall be provided to support the QA process on intake and delivery to RIHousing;
- Physical document reassembly and repackaging;
- Return of documents to RIHousing headquarters (or other location identified by RIHousing) or other disposition (to be determined by RIHousing);
- Maintenance of document and image security. The documents described in this Scope of Work may contain personal and financial information of RIHousing’s mortgage loan customers and other confidential data. The selected respondent will be required to exercise a high level of diligence in safeguarding these documents from physical loss, intrusion, unauthorized copying, and/or other breach. The selected respondent must take all commercially reasonable steps to protect the scanned images of such documents from any unauthorized access, copying, intrusion, or other breach. The



selected respondent must enter into a Non-Disclosure and Confidentiality Agreement with RIHousing as set forth in Attachment B;

- Provision of all relevant materials, personnel, vehicles and equipment to carry out the foregoing.



Attachment B
NON-DISCLOSURE
AND CONFIDENTIALITY
AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is made and entered into as of _____ (“Effective Date”) by and among Rhode Island Housing and Mortgage Finance Corporation (“RIHousing”), with its principal place of business at 44 Washington Street, Providence, RI 02903, and [the vendor who signs this agreement], a [describe business entity] authorized to do business in Rhode Island, with its principal place of business at [address] (“Vendor”). For the purposes of this Agreement, RIHousing and Vendor may be collectively referred to as the “Parties.”

RECITALS

WHEREAS, RIHousing undertook an RFP selection process to engage vendors to expediently and successfully provide document imaging services and to undertake the scope of work set forth in Attachment A to the RFP (the “SOW”); and

WHEREAS, Vendor represented in its proposal to the RFP that it has the requisite knowledge and expertise to maintain document and image security as set forth in the SOW; and

WHEREAS, Vendor and RIHousing entered into a contract to perform the SOW based upon Vendor’s representations to provide the services and to maintain document and image security;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the Recitals set forth above as a part of this Agreement, the parties hereto agree as follows:

1. **Confidential Information.** As used herein, “Confidential Information” shall mean any and all information furnished or disclosed whether or not provided prior to the Effective Date, in whatever form or medium, concerning RIHousing, including, without limitation, RIHousing’s intellectual property, clients, customer lists, customer information (including, but not limited to, customer’s names, addresses, social security numbers, dates of birth, account numbers, account balances, creditworthiness and loan numbers), loan documents, business plans, policies, procedures, techniques, know-how, standards, products, product or service specifications, manuals, documentation, agreements, economic and financial information, marketing plans, data, reports, analyses, compilations, statistics, summaries, studies, and any other materials or information, or any materials based thereon, whether written, in electronic format or oral, furnished directly or indirectly by RIHousing or any of RIHousing’s directors,



officers, employees, agents, attorneys, advisors and other representatives (collectively, the “Representatives”). For purposes herein, any technical or business information of a third person furnished or disclosed by RIHousing to Vendor shall be deemed “Confidential Information” of RIHousing and subject to the terms of this Agreement.

2. **Confidentiality Obligations.** All Confidential Information shall be kept confidential and shall not, without RIHousing’s prior written consent, be disclosed by Vendor or its representatives in any manner whatsoever, in whole or in part, except to the extent that Vendor or its representatives becomes legally compelled to disclose any of the Confidential Information (and Vendor complies with the provisions of Paragraph 5 below). Vendor agrees to reveal the Confidential Information only to its employees who need to know, have been informed by Vendor of the confidential and proprietary nature of the Confidential Information and agree to act in accordance with the terms and conditions of this Agreement. Nothing herein shall be construed as granting Vendor any right or license under any copyrights, trademarks, or any other intellectual property right, now or hereafter owned or controlled by RIHousing. In addition, Vendor shall not permit the duplication, reproduction, or copying of any Confidential Information except as expressly allowed under this Agreement.
3. **Treatment of Confidential Information.** Vendor agrees that it will ensure the security and confidentiality of the Confidential Information, protect the Confidential Information from any threats or hazards to its security or integrity; maintain safeguards against unauthorized access to or use of the Confidential Information; and upon request, destroy the Confidential Information in a commercially reasonable manner such that no third party can view or recreate the Confidential Information, electronically or otherwise. The obligations referred to in this Paragraph 3 are intended to and shall survive termination of this Agreement.
4. **Return of Confidential Information.** In the event that RIHousing requests, in writing, that the Confidential Information be returned to it, then, within a reasonable time thereafter, Vendor shall promptly redeliver all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions in whole or in part of such written material. All documents, memoranda, notes, or other writings whatsoever, prepared and based on the information contained in the Confidential Information shall be returned or destroyed. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information. Except as specifically agreed to by the Parties in writing to the contrary, all confidentiality obligations set forth in this Agreement are intended to and shall survive termination, if any, of this Agreement.
5. **Protective Order.** In the event that Vendor or any party to whom it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, Vendor shall provide RIHousing with prompt notice, so that RIHousing may seek a protective order or other appropriate



remedy. In the event that such protective order or other remedy is not obtained, Vendor shall furnish only that portion of the Confidential Information which is legally required, and Vendor shall exercise commercially reasonable efforts to obtain assurance that the Confidential Information will be protected.

6. **Breach.** Breach of this Agreement shall be cause for RIHousing, at its option, to terminate, without payment of any penalty, conversion fees, or other cost, any contract under which Vendor has or may receive or learn of Confidential Information. RIHousing's remedies for breach of this Agreement shall be cumulative and shall not be exclusive. Termination of this Agreement for breach shall not preclude RIHousing from seeking other remedies available to RIHousing under this Agreement, under any contract RIHousing may have with Vendor, or at law or in equity.
7. **Equitable Relief.** Vendor acknowledges and agrees that, given the nature of the Confidential Information and the damage that could result to RIHousing if information contained therein is disclosed to any third party, monetary damage alone would not be sufficient remedy for any breach of this Agreement by Vendor, and that, in addition to all other remedies (including, but not limited to, all forms of monetary damages), RIHousing shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Vendor further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
8. **Indemnification.** Vendor agrees to indemnify and hold RIHousing, its directors, officers, and employees, harmless from any damages, loss, cost or liability (including court costs and reasonable attorneys' fees and the cost of enforcing this indemnity provision) arising out of or resulting from the unauthorized use or disclosure by or through Vendor of Confidential Information or any other violation of this Agreement.
9. **Effect.** Except for the obligations of confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the disclosure of Confidential Information contemplated by this Agreement, or by the meetings and conversations between the Parties with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party acknowledges that this Agreement and any meetings and communications, whether in writing or verbal, of the Parties shall not constitute an offer, request, or contract with the other to engage in the provision of any services or other work; nor constitute an offer, request, or contract involving a buyer-seller relationship or venture, teaming or partnership relationship between the parties. This Agreement shall not be construed as to impair or restrict either party's right to negotiate with or enter into any contract or agreement with any third party not subject to this Agreement for any products or services, now or in the future, which may be competitive with those offered by the other party. The Parties acknowledge that the other may have had or may have in the future discussions with others concerning subject matters similar to the business transaction contemplated by this Agreement. The Parties expressly agree that any money, expenses



or losses expended or incurred by each party in the preparation of this Agreement, and the meetings and communications between the Parties are at each party's sole cost and expense.

10. **Failure or Delay.** No failure or delay by RIHousing in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
11. **Access to Public Records Act.** Vendor acknowledges that RIHousing is a governmental agency of the State of Rhode Island that is subject to the Rhode Island Access to Public Records Act, R.I. Gen. Laws §38-2-1, *et seq.* (the "Act"), and agrees that to the extent that this Agreement or any information related to this Agreement is subject to the Act, it will be withheld or released to the public only in accordance therewith, in the sole and absolute discretion of RIHousing.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island. All judicial proceedings to be brought with respect to this Agreement or any other dispute between the Parties hereto shall be brought in the state or federal courts of Rhode Island (the "Court") and by execution and delivery of this Agreement, the Parties accept generally and unconditionally the non-exclusive jurisdiction of the Court and irrevocably waives any objection (including, without limitation, any objection of the laying of venue based on the grounds of forum non-conveniens) which either of them may now have or hereafter have to the bringing of any such action or proceeding with respect to this Agreement or any other dispute in the Court.
13. **Severability.** In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
14. **Entire Agreement.** The Parties agree that this Agreement constitutes the complete and exclusive statement of the terms and conditions between the Parties covering the subject matter hereof and may be amended only in writing, signed by all Parties. Notwithstanding the foregoing sentence, each party acknowledges that they may now or in the future be parties to other agreements between and among them that establish certain rights and obligations with respect to confidentiality ("Confidentiality Obligations"). The rights and obligations established under this Agreement with respect to confidentiality are intended to, and shall be, in addition to those Confidentiality Obligations. The terms of this Agreement are not intended to, and shall not, limit or supersede any party's Confidentiality Obligations. If any obligation established under this Agreement appears to conflict with a party's Confidentiality Obligations, the Parties shall meet and confer, and endeavor in good faith to resolve



such conflict. In the event the Parties cannot resolve such conflict, the terms of this Agreement shall take precedence over a conflicting obligation.

15. **Construction of Agreement.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement.
16. **Assignment.** Neither party shall have the right to assign this Agreement, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld. Upon such assignment, all obligations and duties of the assigning party under this Agreement shall continue to bind such assigning party and be binding on all successors in interest and permitted assigns of such party.
17. **Counterparts.** This Non-Disclosure Agreement may be executed in multiple counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same document.
18. **Notices.** All correspondence or notices pertaining to this Agreement shall be sent to the addresses of each respective party as set forth in the first paragraph of this Agreement, to the attention of the individual executing this Agreement, and must be sent via overnight or certified mail.
19. **Electronic Signatures and Facsimiles Binding.** This Agreement and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's acceptance will be deemed binding between the Parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and electronic signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
20. **Authority.** The representatives of the Parties executing this Agreement have all the requisite authority to bind the Parties to its terms.
21. **Covenant of Further Assurances.** The Parties agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement.



22. **Indemnification Survives Termination.** All representations or warranties of the Parties contained herein shall survive the termination of this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]



The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

[VENDOR]

By: _____
Name: _____
Title: _____
Date: _____

**RHODE ISLAND HOUSING AND MORTGAGE
FINANCE CORPORATION**

By: _____
Name: _____
Title: _____
Date: _____