

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA



REQUEST FOR PROPOSAL

ENTERPRISE CONTENT MANAGEMENT SYSTEM

RFP-DH-1335

ATTACHMENTS

- A. Respondents Participation Form
- B. Agreement (Sample)
- C. Cost Proposal
- D. Fee Schedule (Sample)
- E. Respondent's Contact Information Form
- F. Respondent's Compliance Form
- G. Respondent's Potential Conflict of Interest Form
- H. Technology Infrastructure Questionnaire
- I. ECM Business Requirements Questionnaire
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Attachment A: RESPONDENTS PARTICIPATION FORM
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

RFP No. 1335

This form shall include all prime consultants, partners and sub-consultants

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF THE PROPOSED COST		
Name Address Telephone E-mail address	Relationship: Prime, Joint Venture, Sub-consultant	Type of Work to be Completed	Percentage of Services (RFP Only)	*SBE Yes/No	**DVBE Yes/No
Resua.io, Anaheim, CA	Sub-consultant	Program Management and Implementation Services	25%	Yes	Yes
Crayon, Dallas, TX	Sub-consultant	Implementation Services	20%	No	No
Brainstorm, American Fork, UT	Sub-consultant	End user training program	Less than 2%	No	No
AvePoint, Jersey City, NJ	Sub-consultant	Data Archiving Application	Less than 2%	No	No
MacroView, Sydney, Australia	Sub-consultant	Email Saving Application	Less than 2%	No	No
ProvenTeq, Austin, TX	Sub-consultant	Data Migration Application	Less than 5%	No	No
NathCorp, Irvine CA (RBE)	Prime	All other services	50%+	Yes	No
Total:					

*SBE: A Small Business Enterprise is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

**DVBE: A Disabled Veteran Business Enterprise is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 U.S.C. 657f) AND BY the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).

Attachment B: AGREEMENT (SAMPLE)

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and CONSULTANT's NAME, [INSERT LEGAL DESCRIPTION OF CONSULTANT, i.e., individual dba (doing business as), joint venture, partnership, small business enterprise, or corporation of the State of (name)], hereinafter referred to as Consultant.

Explanatory Recitals

1. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
2. This Agreement is entered into with Consultant in response to Request for Proposal No. 1335 to provide an Enterprise Content Management system (ECM).
3. Metropolitan does not guarantee that the services stated in the scope of work will be required for the entire duration of the Agreement.
4. Metropolitan desires to retain Consultant, and Consultant desires to perform the services required by Metropolitan according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

Metropolitan hereby engages Consultant to provide Metropolitan the services described in detail in the Scope of Work attached hereto as **Exhibit _**.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from _____ through _____, subject to earlier termination pursuant to Article 3.

3. Termination

Metropolitan may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

4. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with Metropolitan through its Agreement Administrator. For purposes of this Agreement, Metropolitan designates **Agreement Administrator Name**, as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to Consultant.

b. The acceptability of all services performed for this Agreement shall be determined by Metropolitan's Agreement Administrator. To the extent not otherwise established herein, Metropolitan's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to Metropolitan.

5. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of **Key Personnel Name**, who shall administer all work under this Agreement and shall coordinate directly with Metropolitan. Any substitution of key personnel must be approved in advance by Metropolitan's Agreement Administrator and the Agreement shall be amended to reflect the changes.

6. Independent Contractor

a. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of Metropolitan.

b. This Agreement may be reviewed by California Public Employee Retirement System (CalPERS) for a determination letter confirming the services provided under the scope of work complies with Government Code (GC) 20300(b), excluding Consultant as an Independent Contractor. If Consultant or any of its employees/sub-consultants are deemed to be common law employees of Metropolitan, the Consultant or its employees/sub-consultants will be subject to the rules of GC 20305, CalPERS Membership Eligibility guidelines, and required to complete the CalPERS Notice of Exclusion form. If any of the common law employees are deemed to be retired annuitants of CalPERS, they will be subject to the restrictions and reporting requirements of the Public Reform Pension Act (PEPRA) under GC 21220.5, 21221, and 7522.56. If a retiree of CalPERS, refer to the CalPERS Working After Retirement, Publication 33 for additional details, which can be located on their website at www.calpers.ca.gov under Forms & Publications section.

7. Sub-consultants

a. Consultant shall be responsible to Metropolitan for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. Metropolitan shall not be liable for any payment or other compensation for any sub-consultants.

b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, Equal Employment Opportunity and Affirmative Actions Prohibited Relationships with Sanctioned Countries and Persons, and Conflict of Interest and Gift Restrictions as set forth in this Agreement.

c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.

8. Compensation and Total Fixed Cost

For all services performed and costs incurred under this Agreement, Metropolitan will compensate Consultant a total fixed price of \$000,000. With the approval of the Agreement Administrator, Metropolitan shall pay Consultant in accordance with the completion of each deliverable identified in **Exhibit __**, Payment Schedule, attached hereto

9. Reserved

10. Billings and Payments

a. Consultant shall submit invoices to Metropolitan's Accounts Payable Section, whose e-mail address is AccountsPayableBusiness@mw dh2o.com, and provide a copy to the Agreement Administrator at Name@mw dh2o.com. A change to address must be submitted in writing to and verified by Metropolitan's Agreement Administrator. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, Metropolitan's project name and Agreement number, Task Order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.

c. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Consultant 30 days after date of the invoice. Consultant's invoices submitted 90 days after completion of work may be delayed or not paid.

11. Insurance

a. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

b. Consultant shall sustain proof of insurance coverage in an updated ACORD form, attached hereto as **Exhibit __** and incorporated by reference, during the term of this Agreement. Failure to provide the updated insurance ACORD form annually may result in the withholding of Consultant's invoice payment. Consultant shall list the agreement number on the ACORD form and e-mail to Metropolitan's AgreementInsurance@mw dh2o.com and a copy to the Agreement Administrator at Name@mw dh2o.com. **(HARD COPIES OF ACORD CERTIFICATES ARE NOT ACCEPTABLE)**

c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).

ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).

iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession.

d. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

i. General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

iii. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

iv. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim, with a \$2 million aggregate.

e. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Metropolitan, its officers, officials, employees, agents and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

f. Verification of Coverage: Consultant shall furnish Metropolitan with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting coverage, and coverage binders required by these specifications at any time.

g. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

h. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

i. Metropolitan, its officers, officials, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

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

iii. Each insurance policy required by this clause shall not be canceled by either Party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.

iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

i. Other Endorsements and Insurance Provisions

i. All rights of subrogation under the property insurance policy (if the policy is required) have been waived against Metropolitan.

ii. The workers' compensation insurer agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (Consultant) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

iii. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:

1) The "Retro Date" must be shown and must be before the contract date or the beginning of contract work.

2) Insurance must be maintained for at least five (5) years after completion of the contract work. On Metropolitan's request, Consultant shall provide evidence of insurance verifying that coverage is/was in effect during the said five-year period.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to Metropolitan for review if requested.

12. Business Outreach Program

a. It is the policy and practice of Metropolitan to solicit participation by individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises, in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan.

b. Consultant agrees to utilize the services of Small and/or Disabled Veteran Business Enterprises at the participation level of 25 percent. For each SBE/DVBE Sub-consultant, Consultant shall complete the Outreach Participation form, attached hereto as **Exhibit —**.

c. By the 10th of every month Consultant shall submit an on-line SBE/DVBE utilization report via the internet-based participation reporting system, "Contract Compliance Accountability Program" (C-CAP) accessible through Metropolitan's e-procurement website, "NetConnect." The on-line report shall identify the amount paid to each SBE/DVBE during the preceding month. On-line submittal of the report is required whether there is any SBE/DVBE activity or not. Consultant shall be responsible for compliance of its sub-consultants. Failure to provide Metropolitan with this report may result in the withholding of Consultant's invoice payment.

d. Consultant shall not substitute an SBE/DVBE firm without obtaining prior approval of the Agreement Administrator and amending this Agreement. A request for substitution must be based upon demonstrated good cause. If a substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted entity.

e. In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy Metropolitan may have under this Agreement or by operation of law, in this event Metropolitan:

i. May withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of Metropolitan's audit of books and records of Consultant and its sub-consultants.

ii. In the event Consultant falsifies or misrepresents information contained in the form or other willful noncompliance as determined by Metropolitan, Metropolitan may disqualify the Consultant from participation in other Metropolitan contracts for a period of up to 5 years.

13. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

14. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

15. Use of Materials

a. Metropolitan will make available to Consultant such materials from its files that Consultant may require to perform services under this Agreement. Such materials shall remain the property of Metropolitan while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. Metropolitan may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which Metropolitan deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

16. Intellectual Property

a. All right, title, and interest in all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement shall be the property of Metropolitan. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information, and software.

b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for Metropolitan, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to Metropolitan, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for Metropolitan, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. Consultant shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement.

d. Consultant shall assign and does hereby assign to Metropolitan all right, title, and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for Metropolitan.

e. Consultant shall cooperate in the execution of all documents necessary to perfect Metropolitan's right to intellectual property under this Agreement.

f. When requested by Metropolitan, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

g. When requested by Metropolitan or upon termination of this Agreement Consultant shall promptly erase copies of all Metropolitan intellectual property from Consultant's computers.

17. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that Consultant has wrongfully used the intellectual property of others in performing work for Metropolitan, or that Metropolitan has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

18. Legal Requirements

Consultant shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

19. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of Metropolitan's other rights or remedies, Metropolitan may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting the same and determining that the work is being performed in accordance with the terms of this Agreement.

20. Access to Metropolitan Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on Metropolitan's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to Metropolitan's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on Metropolitan's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon Metropolitan's request, provide copies of or access to all such records.

b. For each person scheduled to work on Metropolitan's premises, Consultant shall submit to Metropolitan the name and written verification of the above requirements at least ten 10 workdays prior to the first proposed work start date on Metropolitan's premises. Consultant or sub-

consultant personnel requiring access to Metropolitan premises shall be prepared to present to Security the following:

- i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.
- ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for Metropolitan.

When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises said individual(s) shall return the access badge to Security in order to receive the provided identification.

c. Upon Metropolitan's notice, Consultant shall bar from Metropolitan's premises any Consultant or sub-consultant employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

21. (Reserved)

22. Indemnity

a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

b. Consultant shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property to the proportionate extent arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

23. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. Metropolitan will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from Metropolitan, Consultant shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records, and accounts as may be necessary to conduct such audits.

24. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor. **Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered**

prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Consultant agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

25. Prohibited Relationships with Sanctioned Countries and Persons

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Consultant is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

26. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which could (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm, or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between Metropolitan's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest or potential conflict of interest.

c. Consultant is hereby notified that Metropolitan's Administrative Code prohibits employees and officers from receiving any gift from metropolitan contractors or from any entity seeking a contract, or other financial support from Metropolitan. Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") also prohibit Metropolitan Board members, officers, and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code, the PRA and FPPC regulations. Consultant agrees not to offer any prohibited compensation, reward, or gift to any Metropolitan Board member, officer, or employee.

d. Consultant is hereby notified that California Government Code Section 1090 et. Seq. and Metropolitan's Administrative Code prohibit Metropolitan contracts in which a Metropolitan Board member is "financially interested," absent an exception under Section 1091 or 1091.5. Consultant is further notified that a contract executed in violation of this section may be voided by operation of law. Consultant agrees to inform Metropolitan of any direct or indirect financial professional or financial relationship with any Metropolitan director.

27. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

28. Use of Metropolitan's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant, in which Metropolitan's name is used or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

29. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

30. Participating Public Agencies

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall, if authorized by its governing body, have the option to utilize the services of Consultant under the same terms of this Agreement, to the extent that such terms are acceptable to both parties. This option shall extend for the duration of the term of the agreement with Metropolitan and shall be subject to the Consultant's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery of services, and making payments to the Consultant. Metropolitan will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

31. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows with an e-mail copy:

Metropolitan Water District	Consultant's name
of Southern California	Address
Post Office Box 54153	Address
Los Angeles, CA 90054-0153	Attention: Key Personnel
Attention: Agreement Admin	name@company.com
name@mw dh2o.com	

Either Party may change the address to which notice or communication is to be sent by providing advance written notice to the other Party.

32. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

33. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and, for all purposes, shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

34. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

35. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

36. Joint Drafting

Both parties have participated in the drafting of this Agreement.

37. COVID-19 Virus Health and Safety Requirements – Visitor

a. All consultants must have approval from site managers before entering a Metropolitan facility.

b. The Metropolitan employee serving as the Agreement Administrator or Point of Contact (POC) is responsible for providing the visitors/contractors/consultants with the COVID-19 Self Health Review/Safety Requirements form, attached hereto as **Exhibit __**.

c. The consultants must sign complete and sign the COVID-19 Self Health Review/Safety Requirements form and return it to the Agreement Administrator.

d. The consultants must not exhibit any COVID-19 symptoms within 14 days of the planned visit or meetings.

[Signatures on next page]

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

NAME OF FIRM

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Adel Hagekhalil
General Manager

By _____

By _____

Print name _____

Name of Group Manager _____

Title _____

Title of Group Manager _____

Date _____

Date _____

APPROVED AS TO FORM:
Marcia L. Scully
General Counsel

By _____

By _____

Print name _____

Setha E. Schlang _____

Title _____

Senior Deputy General Counsel _____

Date _____

Date _____

Analyst Initials: agr# // date
Attachments

Attachment C: COST PROPOSAL

Based on your understanding, please submit a fixed-price cost proposal reflecting a bottom-line price to deliver all the services and software requested under this solicitation. Respondent shall provide sufficient detail and description in its cost proposal for Metropolitan to evaluate the overall quality of the proposed service. Respondent's cost proposal shall include a payment schedule reflecting desired payment based on logically ordered project phases, task completion or deliverables. Metropolitan reserves the right to purchase any required software component independently from the Respondent.

Include all costs associated with implementing Respondent's certified ECM solution proposed. Metropolitan will provide their own computing hardware such as servers, networks, and storage. **Undisclosed costs will not be integrated later. Insert lines as necessary.**

** Please note: Metropolitan does not need to purchase additional licenses listed under this section 2.2 of the RFP (Technology Infrastructure). Please exclude those from the list above.*

MWD Production Workstreams	Hours	FY23 Rates	Budget
Task 9 Program Mgmt / Oversight	4600	\$ 250.00	\$ 1,150,000.00
	3160	\$ 300.00	\$ 948,000.00
Task #1 Discovery and Planning	760	\$ 225.00	\$ 171,000.00
Use Cases / Requirements / User Stories / MVP	760	\$ 300.00	\$ 228,000.00
Conceptual Architecture	760	\$ 300.00	\$ 228,000.00
Detail Design	760	\$ 300.00	\$ 228,000.00
Master Project Plan	760	\$ 300.00	\$ 228,000.00

	760	\$ 300.00	\$ 228,000.00
Task #2 ECM Build (SharePoint) Build Phase	1560	\$ 225.00	\$ 351,000.00
Use Cases / Requirements	1200	\$ 300.00	\$ 360,000.00
Build / Configuration	1960	\$ 300.00	\$ 588,000.00
Custom UI / Navigation	1960	\$ 300.00	\$ 588,000.00
Information Architecture	1560	\$ 300.00	\$ 468,000.00
Version Control	680	\$ 250.00	\$ 170,000.00
Employee Directed Email (3rd Party Component)	920	\$ 200.00	\$ 184,000.00
AvePoint Storage / Archive	1560	\$ 200.00	\$ 312,000.00
Incorporate ongoing ROT	1480	\$ 150.00	\$ 222,000.00
Test and Validate	1480	\$ 150.00	\$ 222,000.00
Task #2 ECM Build (Syntex) Build Phase	1560	\$ 300.00	\$ 468,000.00

1. ECM Solution - See Section 2.3 (ECM Solution) of RFP		
Description	Cost	Explanation of cost structure
Portal and User Interface		
Document and Library Management		
Information Governance and Records Management		
Web Content Management		
Digital Asset Management and Digital Preservation		
Workflow and Business Process Management (P.O.C.)		
Imaging and Document Capture		
Integration		

Security		
Item 1 Sub-Total		

2. Data Migration - See Section 2.3 (Data Migration) of RFP		
Description	Cost	Explanation of cost structure
Network File Shares		
IBM FileNet Content Services 5.4 (EDMS)		
Cumulus (MWD Image Collection)		
Digital Images from Backfile Conversion Project		
Exchange Public Folders		
Item 2 Sub-Total		

3. Systems Integration - See Section 2.3 (Systems Integration) of RFP		
Description	Cost	Explanation of cost structure
Bentley ProjectWise		
IBM Maximo Maintenance		
Oracle PeopleSoft		
Oracle Financials		
Any other item not listed above		
Item 3 Sub-Total		

Description	Cost	Explanation of cost structure
4. Project Management - See Section 2.3 (Project Management and Communications) of RFP		
5. Testing Strategy - See Section 2.3 (Testing Strategy) of RFP		
6. Training Program - See Section 2.3 (Training Program) of RFP		
7. Maintenance and Support - one year option [See Section 2.3 (Maintenance and Support) of RFP]		
8. Expected Upgrade Cycle		
9. One-time cost(s) - Please identify any other one-time costs that Metropolitan can expect to incur when implementing the solution.		

Description	Annual Cost	Description of the software/ Explanation of unit cost, structure, etc
10. Required Software license (subscription based on users)		

(Assuming 1800 total users, add lines for additional software as needed)

ONE TIME TOTAL FIXED COST (Item 1 - 10)	
--	--

Proposed Payment Schedule

OPTIONAL COST		
Description	Cost	Explanation of cost structure
Recurring cost(s) - Please identify any other recurring costs that Metropolitan can expect to incur when implementing the solution.		
Maintenance and Support - three year, and five year options [See Section 2.3 (Maintenance and Support) of RFP]		
Additional costs, if applicable.		

Attachment D: FEE SCHEDULE (Sample)

RFP/RFQ No.:		
RFP/RFQ Title:		
PRIME CONSULTANT NAME:		
(Include Fee Schedules and any "other direct costs/expenses from sub-consultants)		
SUB-CONSULTANT NAME:		

[illegible]

(Example): project manager	\$62.42	187%	\$179.15	8%	\$193.48
Formula: $62.42 + (62.42 * 187\%) = 179.15$ $179.15 + (179.15 * 8\%) = 193.48$					

LIST OTHER DIRECT COSTS AND EXPENSES BELOW:

ITEMS/EXPENSES

Attachment E: RESPONDENT'S CONTACT INFORMATION FORM

Respondent Information	
Name of Firm (As it appears on W-9 Tax form)	NathCorp
Type of Firm: Check only one appropriate box for federal tax classification of the firm/person whose name is entered above.	<input type="checkbox"/> Individual/Sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company, Tax Classification: _____ (Enter Tax Classification: C=C Corporation, S=S Corporation, P=Partnership)
Other Name(s) of Firm (with acronym)	
D&B Duns #	
PlanetBids Vendor ID #	
Business Address City, State, Zip Code (For Contract Correspondence)	1 Park Plaza, Suite 930, Irvine, CA 92614
List local business office address in Metropolitan's service area.	1 Park Plaza, Suite 930, Irvine, CA 92614
Main Telephone	949/522-6902
Contact Name (Mr./Ms.)	Mr. Simon Palmer
Contact Telephone /Facsimile	Telephone: 714/ 615-6051 Facsimile:
Contact E-mail Address	Simon.palmer@nathcorp.com
Sub-consultant(s) Information	

Firm Name	Resua.io
Address	917 East Mason Lane #21
City, State & Zip	Anaheim, CA 92805
Firm Name	Crayon
Address	12221 Merit Dr., Suite 800
City, State & Zip	Dallas, TX 75251
Firm Name	Brainstorm
Address	10 South Center St
City, State & Zip	American Fork, UT 84003
Firm Name	AvePoint
Address	525 Washington Blvd., Suite 1400
City, State & Zip	Jersey City, NJ 07310
Firm Name	MacroView
Address	Level 12, 171 Clarence Street Wynyard, Sydney
City, State & Zip	Sydney, NSW 2000
Firm Name	ProvenTeq
Address	6500 River Place Blvd., Building 7, Suite 250
City, State & Zip	Austin, TX 78730

(You may attach additional sheets if needed)

Attachment F: RESPONDENT'S COMPLIANCE FORM

Name of Firm: NathCorp

**RESPONDENT SHALL RESPOND HEREIN TO EACH OF THE SECTIONS BELOW AS REQUESTED.
YOU MAY ATTACH ADDITIONAL SHEETS IF NEEDED.**

Validity of Proposal

Responses to this RFP shall be valid for a period of at least twelve (12) months. Submissions not valid for at least twelve (12) months will be considered non-responsive. The Respondent shall state herein the length of time for which the submitted Proposal shall remain valid.

Include your response here:

Accepted: Proposal shall remain valid for 12 months.

Statement of Compliance

Respondent shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a list of exceptions. The list of exceptions must include: suggested rewording / changes; reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided.

Include your response here:

Accepted: We are comfortable with Metropolitan Terms and Conditions and have set out various assumptions and out scope items in our Technical Approach

Certificate of Insurance

Respondent shall state herein the willingness and ability to provide the required insurance coverage and ACORD insurance form. Insurance requirements are listed in Section 1 herein and in the Sample Agreement. Metropolitan shall request the actual ACORD insurance form when recommendation for award is made.

Include your response here:

Accepted: we will provide current ACORD COI at time of bid award.

Financial Information

Respondent must indicate herein its willingness to provide this information. If requested, Respondent shall submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement and if requested shall be submitted as audited financial statements. Respondent must be prepared to substantiate all information shown. At its discretion, Metropolitan may accept other financial information that allows for an analysis of the Respondent's financial condition. For agreements valued at \$100,000 or more, Metropolitan may require a Dunn and Bradstreet report on respondent(s) recommended for agreement award.

Include your response here:

Accepted: NathCorp will provide the required financial information and D&B report when requested.

Attachment G: RESPONDENT'S POTENTIAL CONFLICTS OF INTEREST FORM

Prime Consultant/Contractor:	<u>NathCorp</u>
Sub-Consultant/Contractor:	<u></u>
All sub-consultants/contractors must complete a disclosure form as well as the Prime.	
If this form is completed by a sub-consultant/contractor, please check this box. <input type="checkbox"/>	

BACKGROUND AND PURPOSE

State law and Metropolitan's internal ethics rules prohibit Metropolitan directors, officers, and employees ("Metropolitan officials") from making, participating in making, or attempting to influence any Metropolitan decision in which they have a triggering personal financial interest. A Metropolitan official may have a personal financial interest in a decision if it would foreseeably and materially affect the expenses, income, assets or liabilities of the official or an immediate relative as defined below. In some cases, a financial conflict of interest can render a contract void and require restitution of all payments, even for work already performed. Conflicts of interest also can expose individuals to administrative or criminal penalties. In many cases, the conflict can be avoided if the Metropolitan official formally recuses himself or herself from the decision-making process.

Receiving or soliciting political campaign contributions also can require a Metropolitan director to publicly disclose the conflict and take no part in the decision-making process.

The following questions are designed to assist Metropolitan and its officials, as well as the consultant, vendor, contractor, or any sub-consultants or contractors, to recognize and avoid financial conflicts of interest. The details (such as dollar amounts) are based upon criteria within Metropolitan's internal ethics rules or state law. Metropolitan's Ethics Office will review and advise whether any actual or potential disqualifying conflicts exist, and review options for avoiding a conflict. Metropolitan may seek additional information from you to evaluate potential conflicts prior to any final decision.

All respondents (consultants, vendors, contractors or any sub-consultants or contractors) must respond to each of the following questions to the best of their knowledge. For any "yes" response, please provide a thorough explanation. (You may attach additional sheets.) Failure to fully disclose information or potential conflicts may result in disqualification or rejection of the subject proposal, agreement, or contract.

If you have any questions or concerns about the requirements or how to respond to these questions, please contact Metropolitan's Contract Analyst.

QUESTIONS

1. Have you been employed by Metropolitan within the past 36 months?

[Yes] ☐ [No] ☒

IF YES, PROVIDE DETAILS BELOW:

2. Have you or your firm employed or contracted for the services of or otherwise made payments to any individual(s) who served as a Metropolitan director, officer, or employee within the past 36 months?

[Yes] ☐ [No] ☒

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☒

IF YES, PROVIDE DETAILS BELOW:

3. Do any current Metropolitan directors, officers, employees, or consultants, or their immediate relatives, have any of the following financial relationships with you, your company, or with any proposed sub-consultant or contractor?

For purposes of this question, “Immediate relative” means any spouse, domestic partner, child or step-child (including adults), parent or step-parent, parent-in-law, sibling, grandparent, or grandchild.

(Check all that apply)

Owner	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Member	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Partner	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Officer	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Employee	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Consultant	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Contractor	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Broker	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Investor of \$2000 or more	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Landlord or Tenant	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Other financial arrangement	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW:

If "Yes", did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☒

IF YES, PROVIDE DETAILS BELOW:

4. Within the past 12 months, have you or your firm provided anything listed below to any Metropolitan official, employee, director, consultant or his/her immediate relative?

Gift or gifts (such as food, beverage, entertainment, or travel) totaling \$50 or more in value	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Income (i.e., as an employee, consultant, supplier, service Respondent, etc.) totaling \$500 or more in value	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Loan or loans of \$500 or more	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>
Loan repayments of \$500 or more	[Yes] <input type="checkbox"/>	[No] <input checked="" type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW:

If "Yes" to any of the above, did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☒

IF YES, PROVIDE DETAILS BELOW:

5. Within the past 12 months, have you or your firm offered or discussed potential employment or any other business opportunities with any Metropolitan director, official, employee or their immediate relative?

[Yes] ☐ [No] ☒

IF YES, PROVIDE DETAILS BELOW:

If "Yes", did the individual(s) advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☒

IF YES, PROVIDE DETAILS BELOW:

ATTACHMENT H – TECHNOLOGY INFRASTRUCTURE QUESTIONNAIRE

Most Metropolitan’s Microsoft systems are listed below. Metropolitan is currently moving from a Microsoft G3 to G5 license.

Respondent: Complete the tables below.

	Certifications	Brief Description of Implementation Experience
SharePoint 365	MCTS; MS Gold Collaboration; MS CAPP Program Member	Over 15-years SharePoint implementation experience with enterprise clients
Teams 365	MS Gold Collaboration	Over 5 years implementation experience with enterprise clients
Teams Chat	MS Gold Collaboration	Over 5 years implementation experience with enterprise clients
OneDrive for Business	MS Gold Modern Work	Over 10 years implementation experience with enterprise clients
Azure Right Management Services	MS Gold Security	Over 5 years implementation experience with enterprise clients
Azure Information Protection	MS Gold Security	Over 5 years implementation experience with enterprise clients
Azure Purview	MS Gold Security	Over 5 years implementation experience with enterprise clients (This product suite has recently been re-named Purview)
Digital Rights Management	MS Gold Security	Over 5 years implementation experience with enterprise clients
Security and Compliance Center	MS Gold Security	Over 5 years implementation experience with enterprise clients
eDiscovery Platform	MS Gold Security	Over 5 years implementation experience with enterprise clients
Exchange Server and Outlook client	MS Gold Messaging	Over 10 years implementation experience with enterprise clients

Commented [EH1]: @Daryl Sansevero is this something you can pull?

Commented [EH2R1]: We'll need to list certs for all of these techs

Commented [EH3]: @Raj Nath do we have experience with these?

MWD Phase 1 Priority	System	Cloud/ Hosted	Standard or Custom Integration?	Standard Integration provided by	Custom Integration Description	Integration Cost
X	Oracle EBS – accounting	X	Standard	NathCorp	We expect to use standard APIs for this connection; however, depending upon the level of application customization, the interface may require coding	See cost proposal
X	Oracle PeopleSoft -- HRIS	X	Standard	NathCorp	We expect to use standard APIs for this connection; however, depending upon the level of application customization, the interface may require coding	See cost proposal
X	Bentley ProjectWise -- project management	X				

MWD Phase 1 Priority	System	Cloud/ Hosted	Standard or Custom Integration?	Standard Integration provided by	Custom Integration Description	Integration Cost
	Bentley MicroStation 3D CAD					
X	Maximo -- maintenance management					
	Sensis – web content management					
	Esri ArcGIS Pro, ArcMap Desktop, and ArcMap GIS Asset Management – GIS					
	Engineering has an additional 40+ systems for which custom integration will be considered on a project basis.					

Commented [EH3]: @Raj Nath do we have experience with these?

Non-Microsoft content related systems in-use at Metropolitan are listed.

System	Certifications	Brief Description of Implementation Experience	Notes
Nintex Workflow and EForms		5 years of experience deploying, administering, training and developing Nintex Workflows and Forms for a large Financial Services Firm	
Bentley ProjectWise		Implemented and connected to ProjectWise as part of various projects with financial/banking clients	

Commented [EH4]: @Raj Nath do we have experience with these?

Gimmal Discover			
Gimmal Physical			
ProofPoint Cyber Security		10+ experience working with Proofpoint Email Security Protection.	We are familiar with the full Cyber Suite.

Commented [EH5]: @Clark LaCombe can you take this one?

Commented [CL6R5]: @Eric Halsey updated.

ATTACHMENT I – ECM BUSINESS REQUIREMENTS QUESTIONNAIRE

Respond to the Metropolitan’s business requirements in the tables below. Metropolitan wishes to stay within the native Microsoft ecosystem as much as possible yet understands that third-party solutions may provide a better solution and allow users to manage content and/or processes more efficiently.

- In the column “Fulfilled by Standard Microsoft Functionality” briefly respond to the stated requirement with the best approach to fulfilling the requirement using standard Microsoft functionality available with the G5 license.
- In the column “Fulfilled by Third Party Solution or customization” briefly respond to the stated requirement with the best approach to fulfilling the requirement using third party solution Respondent or, if necessary, with custom development.
- In the column “Comments” add any additional information which would help Metropolitan determine the best approach to meeting the requirement.

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
Capture	1.	<p>While reliance on paper has been greatly reduced across Metropolitan, there will be areas that will need an efficient means of scanning to a SharePoint Library.</p> <p>1. Describe Respondent’s approach for ad-hoc/desktop scanning; Adobe Acrobat Pro is in use in some areas of Metropolitan but not all. Discuss Respondents approach to ad-hoc desktop scanning.</p> <p>2. Scanning and metadata assignment will be as automated as possible with data extraction from Oracle or other business systems. Users will be forced to complete required metadata. Discuss Respondents approach to automating metadata assignment.</p> <p>3. Scanning interface will prompt user with a list of relevant ECM libraries from which to choose the content destination and default it upon future scanning actions. Discuss Respondents approach to library selection.</p> <p>4. Metropolitan will need fast, simple, one-step, purpose-specific scanning (such as packing list and BOL scanning at a receiving dock), which may be the same as general use ad-hoc scanning or different. Discuss Respondents approach to purpose-specific scanning.</p>	<p>1.1 Device Vendors built-in save to SharePoint feature</p> <p>1.2 Syntex, Azure Cognitive Services</p> <p>1.3 Library selection is based on users permissions</p> <p>1.4 Syntex will provide ability to extract metadata from scanned documents</p>		

Commented [EH7]: @Eric Halsey need to see what is in the market for scanning interfaces. May have SPO integration built in.

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
Capture	2.	<p>User-directed email management from the Outlook client presents a challenge for most staff across Metropolitan. Some staff use print-to-PDF as a means of saving emails to shared drives or SharePoint; others save as a native MSG or HTML file.</p> <p>As content collections are moved to ECM, a simple, comprehensive method of adding email messages and/or attachments to a library will be crucial for effective email management.</p> <p>Metropolitan requires the following Email functions; Respondent will discuss each item.</p> <ol style="list-style-type: none"> 1. User will be prompted with a list of relevant libraries from which to choose where to store content. 2. User will be prompted to complete required ECM library metadata. 3. User will be prompted whether to save attachments with the email. 4. User will be given the option to select which attachments will be saved. 5. User will be given the option to save attachments to a library with or without the email message. 6. ECM will recognize when an email has been previously added to the library and the user will be prompted so they can decide whether their version of the email is unique and needs to be saved. 7. Metropolitan prefers emails to be stored in PDF file format when declared as records. Respondent will describe how messages will be converted from MSG to PDF or PDF-A upon record declaration. 8. Metropolitan desires to prohibit saving emails as HTML. 9. User will be provided the option to convert email and/or attachments to PDF or PDF-A when saving to SharePoint. 11. If Respondent recommends a third-party solution for user-directed email management, provide a brief statement of why Respondent prefers the vendor, 		<p>MacroView DMF will be deployed to the required users desktops.</p> <p>MacroView engineers will assist with the planning and testing of the deployment via Microsoft Intune or other enterprise software management platform.</p> <p>MacroView proposal includes 16 hours of support. Additional support can be purchased if needed.</p>	

Commented [EH8]: [Eric Halsey](#) sounds like this is a 3rd party or custom development. Need to see what is out there as this must be a common problem.

Commented [EH9]: [Quentin Halsey](#) please research the different pdf file formats e.g. PDF/A, etc.

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
		describe Respondent relationship with the vendor and whether Respondent implements and supports Vendor solution.			
Capture	3.	When new content is added to SharePoint it will be important to identify duplicates between content existing in SharePoint and new content being added. 1. How will Respondent meet this requirement? 2. What data will be presented to the user to help them determine whether to add the new content?	Microsoft Symantic search + enrichment	Search index enrichment that will add or update Graph db entires for related and similar content	Document owners will be presented with the list of duplicate documents along with the list of documents that reference those documents
Import	4.	When shared drive content is added to SharePoint it will be important to identify duplicates between content existing in SharePoint and content coming from shared drive(s). How will Respondent meet this requirement?	Microsoft Symantic search + content enrichment	Search index enrichment that will add or update Graph db entries for related and similar content	Document owners will be presented with the list of duplicate documents along with the list of documents that reference those documents
Import	5.	A significant backfile conversion of physical records was conducted across Metropolitan as stated in the introduction. Metropolitan plans to move these files and metadata to SharePoint using the following process: 1. The images will be provided on external drives. 2. Metropolitan will load images and metadata to shared drives. 3. Metropolitan will clean up the files/metadata if needed. 4. Active Nav will be used to complete the migration to SharePoint. Respondent will offer comments on this approach, or a better approach, if available.			This approach seems acceptable
Import	6.	Metropolitan wants Respondent to assist with the import of existing content from shared drives. 1. What methods does the Respondent use to utilize existing data (such as taxonomies, MIP labels, folder names, file names, parsing folder and/or file names etc.) when migrating into SharePoint? (For instance, HR Benefits' paper files had 6 tabs; these tabs are document group values in the scanned metadata but should be content types in SharePoint.)		Proventeq Migration Accelerator	Built in migration reports and QA validation

Commented [EH10]: @Eric Halsey can we use Syntex to extract metadata? What kind of training would be required.

Commented [EH11]: @Eric Halsey what is available from 3rd parties like AvePoint, etc.

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
		2. Does the Respondent have a method of migrating content while ensuring the integrity of inter-file links? 3. How do the Respondent migration tools ensure 100% file import accuracy?			
Import	7.	With file share ingestion, Metropolitan may consider using AI to extract data from structured and unstructured documents both scan-to-PDF (with OCR processing) and born digital. Please discuss Respondent's experience using AI for data extraction including the level of success experienced.	Microsoft Syntex, Microsoft 365 Governance		We will be partnering with Microsoft on this engagement and will have access to the product teams in case of any issues.
Import	8.	Does Respondent have the capability to render documents into PDF or PDF/A during ingestion based on pre-established business rules? For example, any document with a retention rule of 'permanent' or 'over 20-years' will be rendered to PDF-A.	Microsoft Power Automate	Encodian Flowr	
Import	9.	Metropolitan Engineering, Project Management, and Media work with very large files (3D models, satellite imagery, predictive models, etc.); upload/download speed to any cloud system has been an issue. What is Respondent's experience with managing very large files within M365? Does Respondent recommend a hybrid solution for very large files?	The maximum file size for documents stored in SharePoint is 250 GB. In addition, Azure Blob Storage can store very large files in the TB range.	AvePoint for long-term data storage requirements	Meta data can be stored in SharePoint with a "Link to File" pointer to Azure Blob Storage if required. NathCorp to work with Metropolitan on specific use cases, testing and configuration adjustments. We have extensive experience with managing and moving large files over low bandwidth, unreliable connections.
Viewer	10.	What methods are used by the Respondent to display photos within SharePoint in a user-friendly way, such as the grids used by photo apps?		Open-source web part	NathCorp will work with Metropolitan on specific use cases and provide recommendations as needed.
Viewer	11.	Metropolitan will apply DRM restrictions and user restrictions for their photo collection and document which are available to the public. Photographic material includes: Historical material dating to 1927, engineering and construction projects, ribbon cutting ceremonies, etc.	Azure Information Protection		Documents and photos can use AIP labels. More controls are available if they are in the latest format.

Commented [EH12]: @Raj Nath any thoughts on this one?

Commented [EH13]: @Eric Halsey They mention hybrid SP in another area. Maybe use AvePoint or Metalogix.

Commented [EH14]: @Clark LaCombe can you take this one?

Commented [EH15R14]: @Raj Nath have we worked on DRM solutions at NC?

Commented [CL16R14]: @Eric Halsey We should only deploy AIP labels and leave document conversion up to them.

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
		Discuss Respondent approach to the use of DRM to limit access to content.			
Viewer	12.	Standard row and column library presentation will not be appropriate for all users, especially when data will be merged from business systems or there are more data/columns than can be easily viewed. A dashboard view will be a better presentation, i.e., similar to traditional ECM systems' user interface.			NathCorp will work with Metropolitan to understand user interface requirements and develop custom SharePoint SPFx webparts and pages to satisfy identified requirements
		Has Respondent created dashboard views in place of row/column view? If so, discuss.			
Viewer	13.	Engineering using Bluebeam Revu for review, redlining, and annotations of drawings. There is interest in annotation across Metropolitan. Note: Metropolitan has 300 licenses of Adobe Acrobat Pro which are allocated to users. Discuss Respondent's options for annotating images, scan to PDF images, born digital documents including PDF, Word, Excel, and PowerPoint.		Acrobat App SharePoint Integration	
Viewer	14.	Section 508 ADA requirements must be met by Metropolitan for public documents. How has Respondent met section 508 requirements for PDFs and other document types?	Power Automate Flows to automatically review pdfs identified for the public for missing tags	Adobe PDF Services API	
Search	15.	The foremost benefit to be derived from ECM will be Federated Search across content in most Metropolitan repositories and systems. Search will respect access rights and sensitivity labels (sensitivity labels exist in the ActiveNav database for content that was touched during the file share reorganization). Metropolitan envisions the following content storage locations will be included in the federated search: <ul style="list-style-type: none"> SharePoint on-premise SharePoint 365 (cloud) including Teams sites Shared drives ProjectWise ContractSafe 	Azure Cognitive Search	3 rd party, Open Source or custom Graph API Connectors	We believe the architecture diagram provided in the Approach section, as well as the details in Task 4 set out our proposed approach to Enterprise Search as well as the expected end user benefits.

Commented [EH17]: @Eric Halsey need to research.

Commented [EH18]: @Eric Halsey research [Create Accessible PDFs | Section508.gov](#)

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
		<ul style="list-style-type: none"> • Oracle (POs, contracts, etc.) • Possibly PeopleSoft HRIS • Possibly Maximo <p>1. Discuss Respondent approach to Federated searching, including the above list, and any limitations that may exist.</p> <p>2. Describe Respondent approach for search to include robust, full-text capability; searches must allow for limiting search scope using one or more metadata datum. Full-text search will include text in PowerPoint slides. Full text search will honor all security rules.</p> <p>3. Respondent will discuss any limitations of search as it relates to SharePoint site collections, sites, libraries, on-premise and cloud SharePoint sites, and full text search capabilities.</p>			
Search	16.	<p>SharePoint has a list-results limit of 5,000 items. Metropolitan searches could easily exceed this limit - especially full text searches - by staff searching for critical data.</p> <p>1. How does the Respondent address the 5,000-item limit?</p> <p>2. Does Respondent have search-within-results as an option?</p>	SharePoint views should be configured in order to limit documents listed in any particular view		
Search	17.	<p>Metropolitan users like their shared drives. While they generally understand the value of assigning metadata to content, they want the ability to browse folder structures in SharePoint like they do with shared drives. As a philosophy, Metropolitan wants the user to have the most efficient search functions with minimal clicks necessary to locate relevant information; search functions may include any combination of folder navigation, metadata, and full text. (As one business unit stated, "we just want the shared drive in SharePoint and to be able to collaborate on the creation and editing of documents with both internal and external stakeholders.")</p> <p>Respondent will discuss user navigation as described above.</p>	NathCorp will work with Metropolitan to identify use cases for users finding content and will combine custom views, custom enterprise search and custom pages to provide the most efficient approaches for users to find content.		

Commented [EH19]: @Raj Nath is this something OS can research?

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DRM	18.	Metropolitan will require expiring content links for both internal and external collaboration. Respondent will discuss how expiring links are managed and any issues Respondent has identified with using expiring links.	Built-in link expiration notifications and notification banner on the site		
Content Classification	19.	Metropolitan anticipates leveraging autoclassification to assign Content Types and Sensitivity Labels when ingesting content into SharePoint. Metropolitan has assigned sensitivity labels and has classified most content as described in the introduction. Metropolitan developed an enterprise-wide classification scheme (taxonomy) as part of the shared drive cleanup; the classification will be used by the AI solution to fine-tune autoclassification assignment. The Content Type and Sensitivity Labels assignment will be used for search and for the application of record retention policies. 1. Discuss Respondent's experience with autoclassification using Microsoft Syntex or other solutions. 2. Discuss how the Metropolitan Classification Scheme will be leveraged by the autoclassification engine.	NathCorp will work with Metropolitan to implement auto-classification and tagging. NathCorp has implemented multiple POC's on top of Microsoft Syntex for both auto-classification and meta data extraction. We have a close relationship with the Syntex team and will have access to the product team if needed		
Library Services	20.	MWD will require users to complete required metadata fields when adding content to the library. Discuss how Respondent will <u>force metadata completion</u> .	NathCorp will work with Metropolitan to identify the best approach for handling missing meta data which may include email/MS Teams notifications and the use of Adaptive Cards for efficient data capture		
Library Services	21.	Duplication of content is common in shared drives. With ECM, Metropolitan will have a single, master file with metadata pointers from multiple places in a library, site, or site collection to the master file. Discuss any issues Respondent sees with this approach.	Azure Cognitive Search	Custom Gremlin Graph database to keep track of document relationships	

Commented [EH20]: @Eric Halsey need to confirm metadata can be required in SPO.

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Library Services	22.	<p>Metropolitan will need renditions of files in some libraries; for instance, rendering Word to PDF where the PDF will be linked to the Metropolitan web site or rendering records with 'permanent' retention to PDF/A.</p> <p>Describe Respondent's approach to automating document renditioning based on business rules; respond to each item below.</p> <ol style="list-style-type: none"> Metropolitan desires an integrated rendition engine to convert any digital content to a new format (minimum of PDF/A, PDF/A-1, PDF/A-2, PDF/A-3, PDF/E, TIFF, TIFF Color, JPEG). If not integrated, provide approach to renditioning. Renditions may be converted into one or more formats; e.g. PDF and PDF/A. Renditions rules will be defined uniquely for each ECM library. System will allow for the designation of internal and external (public facing) rendition file formats. System will provide rules for rendering from original file formats to new format triggered upon record declaration. System will synchronize versions of original documents and renditions when original document is edited. 	Microsoft Power Automate Flows	Encodian Flow for PDF/A-x generation	
Library Services	23.	<p>Metropolitan requires flexible version control.</p> <ol style="list-style-type: none"> Major and minor versions tied to retention rules and access rights which are variable by major/minor version and by site/library. Business rules will be required for lifecycle management of version when the final version has been declared; for instance, delete all version; move all version except the last two, which remain in the library, to a holding location then delete; keep all version, etc. <p>Respondent will discuss each of the above items.</p>	NathCorp will work with Metropolitan to identify use cases and requirements and will deliver Microsoft Power Automate Flows to support those requirements		
Integration	24.	ECM will use integration to data system for the following purposes.	Azure Cognitive search		

Commented [EH21]: @Eric Halsey potentially Preservice

Commented [EH22]: @Eric Halsey confirm draft permissions still available in SPO.

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		<ol style="list-style-type: none"> 1. Validate metadata entered when new content is added to the library. 2. Retrieve and auto-populate metadata fields when adding new content. 3. Retrieve metadata fields to populate a user dashboard (see item 12). 4. With GIS, retrieve content when user selects point or polygon on a map layer and retrieve all information associated with that point or polygon. 5. Query data as part of a federated search (See item 15). <p>Respondent will discuss each of the above items.</p>			
Off-line Content	25.	<p>Metropolitan engineering and maintenance staff work in the desert without internet access; Metropolitan envisions a “briefcase” function for ECM. Respondent will discuss each of the following items:</p> <ol style="list-style-type: none"> 1. Staff will download documents from the ECM while on-line then work with the documents while off-line. While offline, they will save documents/photos/annotated drawings, etc. to the “briefcase”. Upon reconnection to the ECM, the briefcase will synch with ECM. (e.g., Lotus Notes-like functions.) <ol style="list-style-type: none"> a) Off-line functionality will include data validation tables for downloaded content. b) Briefcase functionality will prompt for metadata information when content is uploaded if off-line assigned metadata is not complete. c) Briefcase will prompt for Revision Notes when content is uploaded. 2. Briefcase will store encrypted data. 	OneDrive Sync to SharePoint Online folders		
Records Management	26.	Metropolitan currently uses Gimmal Physical to manage physical records collections and Legal uses Gimmal Discovery. Metropolitan is aware of Gimmal Records			

Commented [EH23]: @Eric Halsey research if OneDrive sync can be used for these requirements.

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		<p>Manager as a complement to native SharePoint information governance capabilities.</p> <p>Does Respondent with experience implementing Gimmal Records Manager? Does Respondent recommend using Gimmal Records Manager and if so, why?</p>			
Records Management	27.	<p>Metropolitan has rapidly expanded the use of Teams over the last 2 years. Metropolitan needs Teams to conform to all governance rules.</p> <p>Please describe Respondent implementation experience configuring Teams to fulfill IG/lifecycle requirements.</p>			We have extensive experience in Teams implementations of various types and have conducted several project to review Teams Governance and how it should be modified as Teams usage has expanded and evolved.
Records Management	28.	<p>Metropolitan seeks an approach to Long Term Digital Preservation (LTDP). Much of the physical archive that was scanned over the last three years has permanent retention and must be securely and consistently protected.</p> <p>Please describe Respondent's approach to LTDP either using the Microsoft ecosystem or, if preferred, a third-party solution. Does solution adhere to the Open Archival Information System (OAIS) Reference Model (ISO 14721).</p>	SharePoint Records Management	AvePoint Archiver	
Accessibility	29.	<p>Some of the data that will reside in the ECM requires 24/7/365 access. Today, areas requiring 24/7/365 access keep paper files, use local drives or other means of insuring access to critical data.</p> <p>What method would the Respondent recommend for accommodating 24/7/365 access should an event occur that isolates a location from communication networks (i.e., earthquake).</p>	Built-in data redundancy provided by Microsoft 365 & Azure		
Infrastructure	30.	<p>All changes to user rights will be audited.</p> <p>Respondent will state compliance.</p>	<p>Azure AD Audit logs</p> <p>MS Purview Logs</p> <p>Azure Sentinel</p>		

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Commented [EH25]: @Raj Nath or @Simon Palmer can one of you take this one?

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Commented [EH27]: @Clark LaCombe can you take this one?

Commented [CL28R27]: Sure

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
Infrastructure	31.	Access Rights management will be delegable. Respondent will state compliance.	SharePoint Online and Microsoft 365 permissions		
Infrastructure	32.	The Legal and Survey departments will require on-premise SharePoint sites. Depending on the response to questions #9 (re. very large files), other areas of Metropolitan may also require on-premise sites. Discuss Respondent experience with hybrid SharePoint environments.			
Contract Management	33.	Metropolitan stores groupings of contracts in the following systems: <ul style="list-style-type: none"> Oracle Financials – procurement-based contracts ProjectWise – construction contracts ContractSafe – all other “miscellaneous” contracts such as grants, water service connections, confidential legal agreements, easements, etc. Metropolitan prefers a contract management system (CMS) built on SharePoint. Metropolitan has already extracted basic metadata for contracts that reside in ContractSafe (start/end dates, key contact, counterparty, contract type). Contracts stored in Oracle will remain in place. Respondent will discuss their experience with Contract Management in SharePoint; include in-house or third-party solutions Respondent supports.			
Board Letters	34.	Respondent will describe any experience with implementing Board Letter creation and approval process in SharePoint or other software.	Worked with Geraldine Walters to implement the original SharePoint Board Letter Approval Process for MWD		
@Conversion	35.	Metropolitan currently uses FileNet Content Services v5.4 primarily for engineering materials. FileNet conversion to SharePoint will be a priority.	Microsoft Syntex		

Commented [EH29]: @Raj Nath do we have experience with SharePoint hybrid

Commented [EH30]: @Warren Kerby I think you mentioned this is out of scope?

Commented [EH31]: @Raj Nath can you take this one?

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		<p>1. Does Respondent have experience converting FileNet Content Service v5.4 to M365 SharePoint? If so, please briefly describe experience.</p> <p>2. FileNet content was processed through an OCR engine over 2 decades ago. Metropolitan will take advantage of modern OCR to reprocess FileNet content either as part of the conversion effort or after importation into SharePoint. Does Respondent offer options for OCR of the content as part of FileNet conversion services? How would Respondent approach OCR of existing FileNet content?</p>			
Exchange Public Folders	36.	<p>Metropolitan has an extensive collection of Exchange Public Folders; there are approximately 55,000 Public Folders on Exchange Online. Typical Public Folder usages are team calendars, shared mailboxes (mostly to receive and process various requests), and email archiving. Some of the current challenges with Public Folders are searching, permission management, and ease of use. Metropolitan will migrate relevant Public Folders to M365 Groups.</p> <p>Discuss Respondent experience migrating Public Folders to M365 Groups, to SharePoint or another platform.</p>		Proventeq Migration Accelerator	
Technical Manuals	37.	<p>Metropolitan's uses a software product for the creation and management of our extensive collection of on-line technical manuals; this product has been sunsetted.</p> <p>What experience does the Respondent have implementing on-line manuals in SharePoint or another product? Respondent may request the Metropolitan requirements document if more information is desired on this topic.</p>			
Document Collections	38.	Metropolitan Engineering and Project Management uses collections of large files to propagate complex reports. There can be 100s of files, many of which have links. Gathering and managing the document collection to ensure the child documents and parent document are preserved is a headache.	Microsoft Azure Gremlin Cosmos Graph Db to keep track of document relationships		

Commented [EH32]: @Raj Nath can you take this one? Sounds like Hawaiian maybe?

Commented [EH33]: @Eric Halsey we should definitely request this.

Group	Question Number	Business Requirement	Fulfilled by Standard Microsoft Functionality	Fulfilled by Third Party Solution or customization	Comments
		Discuss Respondent's approach to address this issue.			
Digital Asset Management	39.	<p>Artificial intelligence should be available to identify and classify assets based on objects and/or people in images.</p> <p>Discuss Respondent's experience with these features / tools.</p>	NathCorp has implemented multiple POC's on top of Microsoft Syntex for both auto-classification and meta data extraction. We have a close relationship with the Syntex team and will have access to the product team if needed		
Digital Asset Management	40.	<p>Real-time content workflow availability.</p> <p>Discuss Respondent experience with implementing content workflows as it specifically relates to Digital Asset Management.</p>	NathCorp has implemented numerous Windows Workflow Foundation Workflows, Nintex Workflows and Power Automate Flows		
Virtual Assistant / Chatbot	41.	<p>Metropolitan is beginning to use virtual assistant / chatbot capabilities for service management.</p> <p>What experience does the Respondent have implementing virtual assistant / chatbot capabilities in an ECM environment? Discuss compatibility.</p>			

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