

**Maine Public Employees Retirement System
Request for Proposals 2021-001
Kofax Capture System Interface & Support**

1. **About:** The Maine Public Employees Retirement System (MainePERS) is a quasi-governmental agency operating in Augusta, Maine. For more information about MainePERS please visit our website at www.maineopers.org.
2. **Scope:** The objective of this Request for Proposals (“RFP”) is for MainePERS to procure an interface between our Kofax Capture System and our Line of Business software, as well as software and hardware service, maintenance, and support for the Kofax system.
3. **Definition of Parties:** Respondents to this Request for Proposal (RFP) will hereinafter be referred to as “Bidders,” and the Bidder to whom the contract is awarded will hereinafter be referred to as the “Contractor.”
4. **Description of Requirements:** Attachment A describes the products and/or services to be provided by the Contractor to MainePERS pursuant to this RFP.
5. **Terms of Contract:** The Contractor will be required to enter into MainePERS’ standard contract, a copy of which may be found at Attachment B.
6. **Insurance:** For the duration of the contract, the Contractor will be required to procure, maintain, and provide proof of a liability policy encompassing the services described in this RFP with liability coverage of at least \$2,000,000 to protect the Contractor and MainePERS from suits, along with workers’ compensation insurance as required by law.
7. **Qualifications:** Each Bidder must demonstrate a minimum of 5 years of experience in the business of providing the services and products described in this RFP and have access to appropriate resources to perform as necessary to meet the obligations of this RFP.
8. **Substantive Questions:** All substantive questions must be submitted in writing via e-mail to RFP@maineopers.org no later than 5:00 p.m. EST on January 15, 2021. We anticipate issuing answers to substantive questions by 2:00 p.m. EST on January 22, 2021.
9. **Bidders’ Conference:** A mandatory Bidders’ conference call for this RFP will be held at 10:00 a.m. EST on January 13, 2021. Participants are asked to register in advance for this call by calling (207) 512-3292 no later than January 12, 2021. A Bidder who fails to register by the time of the call may not participate in the call. During the conference call, questions may be asked regarding the RFP. MainePERS may provide answers to questions at that time or provide a written response. All participants in the Bidders’ conference will receive a copy of any written response to questions.
10. **Evaluation Committee:** An Evaluation Committee or person will review, evaluate and score all proposals. Following a preliminary review of all proposals submitted by the deadline, the Evaluation Committee or person may or may not interview those Bidders whose proposals have received the highest scores. The interview would be an opportunity for a Bidder to respond to questions and to clarify its proposal. It will not be an opportunity for the Bidder to submit new information not included in the original proposal submitted. If interviews of the top scoring Bidders are conducted, the Evaluation Committee or person will

11. conduct a post-interview review of the proposals and any further clarification as conveyed through the interview process. Bids will be evaluated using the following weighted criteria:

CRITERIA	WEIGHT
Experience in creating Kofax System interfaces	35%
Knowledge of Kofax Systems	25%
Cost	25%
Ability to fulfill MainePERS needs (including support & maintenance of Kofax Systems)	10%
Prior experience with MainePERS	5%

12. **Proposal Package:** Proposals must be submitted by email and include the following:

- a. Transmittal email which shall include:
 - i. Name and address of the Bidder;
 - ii. Name, title, telephone number, and email address of the contact person for the Bidder;
 - iii. A statement that the proposal is in response to this Request for Proposal; and
 - iv. The Bidder's federal tax I.D. number.

- b. As an attachment to the transmittal email, a PDF file containing the substance of the proposal, including the following mandatory items:
 - i. An executive summary of the proposal;
 - ii. A description of the Bidder's business, a summary of the Bidder's experience (including any experience with MainePERS), any information required by Attachment A, any other information that the Bidder believes is material to its qualifications, and at least three (3) current customer references;
 - iii. A statement that all provisions of Attachment B are acceptable or specifically state any objections to any provisions; and
 - iv. A completed and signed Price Sheet (attached hereto as Attachment C).

- c. All proposals are due no later than 2:00 p.m. EST on January 29, 2021. Only proposals received as of 2:00 p.m. will be considered. Proposals must be submitted by email to RFP@mainepers.org. Mailed, faxed, or hand delivered proposals will not be considered. Bidders will receive an email acknowledging receipt of their proposal. A Bidder who has submitted a proposal and not received an acknowledgment should call (207) 512-3292.

13. **Freedom of Access:** Proposals and any other communications received from Bidders are subject to Maine's Freedom of Access law, 1 M.R.S. ch. 13. If a Bidder believes that a portion of its proposal is exempt from public disclosure under that law, the Bidder must specifically identify that portion and the exemption. Blanket designation of an entire proposal as confidential would be ineffective.

14. **Award:** The contract will be awarded to the Bidder whose proposal receives the highest score following the final review.

- 15. **Award Notification:** All Bidders will be notified of the award decision in writing. MainePERS will initiate contract negotiations with the selected Bidder. Should MainePERS be unable to reach an acceptable contract agreement with the selected Bidder, MainePERS reserves the right to withdraw the award and to make an award in favor of the Bidder whose proposal received the next highest score.
- 16. **Rights of MainePERS:** The Request for Proposal does not commit MainePERS to award a contract. MainePERS reserves the right to accept or reject any or all proposals received. MainePERS reserves the right not to check any or all references. MainePERS has the right to interview any or all Bidders after the RFP deadline. MainePERS may also cancel or amend this Request for Proposal in part or in its entirety.
- 17. **Timeline for this RFP:** MainePERS has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of MainePERS.

EVENT	DATE
RFP Issued	January 4, 2021
Register for Bidders' Conference	January 12, 2021
Bidders' Conference	January 13, 2021
Deadline for Questions	January 15, 2021
Questions Answered	January 22, 2021
Proposal Due Date	January 29, 2021
Evaluation of Proposals	February 12, 2021
Execution of Contract	March 12, 2021
Contract Start Date	April 1, 2021

Attachment A
Specifications of Work to be Performed
and Products to be Provided

MainePERS currently uses a Kofax Capture system to scan hard copy documents as well as capture email content and electronic file ingestion from our network. All image indexing is performed through queries to our line-of-business application (Vitech V3, which uses an Oracle database).

Our primary application server uses Kofax Capture version 10.2 (client/server architecture using a server-class machine) with the following functionality:

- Application Server
- Shared Temporary File Cache
- License Server
- File Import Prep Agent (Service)
- Email Import Service
- KCIC-XML (Service)
- Email Prep Module (Service)
- Document Convert Module (Service)
- PDF Generator (Service)
- Release (Service)
- Aged File Cleanup Utility (Scheduled Task)

There are 2 desktop PCs each with a Kodak i3450 scanner running Kofax Virtual ReScan Elite version 5.1 with the following functionality (all user interactive modules):

- Scanning
- Indexing (Validation)
- Indexing (Verification)
- Quality Control
- Reporting

There are 2 desktop PCs each with Fujitsu 6670A scanners running Kofax Virtual ReScan Elite version 5.1 with the following functionality (all user interactive modules):

- Scanning
- Indexing (Validation)
- Indexing (Verification)
- Quality Control
- Reporting

There are several multiple user desktop PC workstations where users can review and index documents, these include the following functionality:

- Email Document Separation (using Scan Module electronically)
- Indexing (Validation)
- Indexing (Verification)
- Quality Control
- Reporting

Scanned documents and associated meta-data are released to a network share for ingestion in to our Vitech repository for storage and retrieval. Specifically, the following steps need to be completed:

- The image files need to be placed within a specific folder on the network
- A text file needs to be created which specifies the images to be processed along with the entity that owns the image
- The text file needs to be placed within a (different) specific folder on the network

Our line-of-business application will then process the images into its' image repository.

A. Description of Services

The Contractor shall provide:

- an interface between our Kofax Capture system and our Line of Business software.
- the interface will be owned by MainePERS and not considered proprietary software of the vendor.
- all Kofax software product upgrades for licensed components.
- remote and on-site support, service and maintenance for all Kofax software and hardware.
- technical support for licensed users and system administrators of software products and components manufactured by Kofax. Technical support is defined by the following elements: problem diagnosis, problem resolution, issue tracking, and assistance.
- shipment, installation and support of software updates, patches, bug fixes, and documentation.
- training of Document Center and IT staff on Kofax application.

B. Requirements

The Contractor shall:

- be a Kofax Partner and an authorized Kofax Reseller.
- meet all Kofax, Inc. requirements to provide first line support (Kofax, Inc. to provide second line support).
- meet all Kodak Alaris Inc. ("Kodak") requirements for the Contractor and Kodak to provide hardware service and maintenance in accordance with Kodak's Document Imaging Care Kit Maintenance and Software Assurance Terms and Conditions.
- meet all Fujitsu requirements including hardware service and maintenance in accordance.
- provide the number of supported Kofax customers the vendor works with.
- What versions of Kofax software does the vendor support?
- What modules (Scan/Index/Verify, etc.) is the vendor experienced with installing/supporting?
 - provide three references for review by MainePERS.

Attachment B
MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM
SERVICES AGREEMENT

This SERVICES AGREEMENT (“Agreement”) is made this ___ day of _____, 2021 by and between the MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM (“MainePERS”) and _____ (the “Contractor”).

NOW, THEREFORE, MainePERS and the Contractor hereby agree as follows:

Section 1 SERVICES OF THE CONTRACTOR

- 1.1 Scope of Services. The Contractor shall furnish services as requested by MainePERS and as set forth in the Kofax Capture System Interface & Support Request for Proposals, Number 2021-001, issued January 4, 2021 (“RFP”) and the Contractor’s response thereto, which are incorporated herein by reference and portions of which are attached as Exhibits 1 and 2, respectfully. In the event of a conflict between the body of this Agreement and either of the exhibits, the body of this Agreement shall control. In the event of any conflict between Exhibits 1 and 2, Exhibit 1 shall control.
- 1.2 Compliance with Law. The Contractor warrants and represents that it will comply with all governmental ordinances, codes, laws and regulations. MainePERS’ contracts for services are subject to statutory conditions related to non-discrimination in employment, 5 M.R.S. § 784. The Contractor has read and agrees to these conditions. This Agreement shall be governed in all respects by the laws, statutes and regulations of the United States of America and the State of Maine. Any judicial proceeding brought by one party against the other party shall be brought in the courts of the State of Maine.
- 1.3 Licenses, Permits, and Fees. The Contractor shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- 1.4 Insurance. The Contractor shall keep in force insurance as specified in the RFP. Prior to the execution of this Agreement, and subsequently at the request of MainePERS, the Contractor shall furnish MainePERS with written or photocopied verification of the existence of such insurance.
- 1.5 Intellectual Property. The Contractor hereby assigns to MainePERS and agrees that MainePERS shall own any and all right, title, license and interest, including all patent, copyright, trade secret, trademark and other proprietary rights, in anything created or developed by the Contractor under this Agreement.

Section 2 COMPENSATION

- 2.1 Contract Pricing. [To be negotiated]
- 2.2 Method of Payment. [Payment terms to be filled in.] Invoices and all other billing communications should be directed to:

Maine Public Employees Retirement System
Accounts Payable
P.O. Box 349
Augusta, ME 04332-0349
accounting@mainepers.org
(207) 512-3117

- 2.3 Independent Contractor. In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor, shall act in the capacity of an independent contractor and not as officers or employees or agents of MainePERS.

Section 3 COORDINATION OF WORK

- 3.1 Agreement Administrator. Rebecca Grant hereby is designated to be the MainePERS Agreement Administrator during the term of this Agreement (“Agreement Administrator”). MainePERS shall have the right to designate another Agreement Administrator upon written notice to the Contractor. All correspondence and related submission from the Contractor shall be submitted to:

Rebecca Grant, Deputy Executive Director
Maine Public Employees Retirement System
P.O. Box 349
Augusta, ME 04332-0349

- 3.2 Amendments. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement.
- 3.3 Assignment. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of MainePERS, and any attempt to so assign or subcontract shall be invalid. No assignment shall relieve the Contractor of its obligations hereunder. This Agreement will be binding upon the Contractor’s successors and permitted assignees.

Section 4 TERM

- 4.1 Term. Unless earlier terminated by MainePERS in accordance with subsection 4.2 below, the term for this Contract shall begin on April 1, 2021, and continue through March 31, 2026. Upon termination subsections 1.5, 5.2, 5.5, 5.6, and 5.7 below shall survive. Upon termination, the Contractor shall immediately return any information and other property received from or owned by MainePERS notwithstanding any claim the Contractor may have against MainePERS.
- 4.2 Termination. MainePERS may terminate this Agreement for any reason by giving the Contractor at least 30-days written notice of termination.

Section 5 MISCELLANEOUS PROVISIONS

- 5.1 Conflicts of Interest. The Contractor shall not engage any Trustee or employee of MainePERS in a position that would constitute a violation of 17 M.R.S. § 3104.
- 5.2 Confidential Information/Security. Confidentiality of MainePERS information is required. All materials, documents, and other information acquired by the Contractor from MainePERS or otherwise in connection with this Agreement shall constitute "Confidential Information." Except as required by law, the Contractor shall not disclose, release or communicate any confidential information to any third person without specific authorization by MainePERS.
- 5.2.1 The Contractor shall use confidential information only for purposes of providing services to MainePERS.
- 5.2.2 Upon request from MainePERS, the Contractor shall return or destroy any confidential information.
- 5.2.3 The Contractor agrees and acknowledges that irreparable damage could occur in the event of a breach of this subsection 5.2 by the Contractor. Accordingly, MainePERS shall be entitled to seek in any judicial proceeding the remedies of specific performance, injunctive relief or other equitable remedies, without posting bond or other security, in addition to any other remedy to which it may be entitled, at law or in equity.
- 5.3 Vendor Security Requirements. The Contractor will comply with MainePERS' Vendor Security Requirements, which are attached hereto as Exhibit 3 and incorporated herein by reference.
- 5.4 Solicitors. The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MainePERS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 5.5 Access to Records. The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement for a period of seven (7) years following termination of this Agreement. The Contractor shall allow inspection of pertinent documents by MainePERS or its authorized representatives at the Contractor's office upon reasonable notice and shall furnish copies of the documents if requested.
- 5.6 MainePERS Held Harmless. The Contractor agrees to indemnify, defend, save and hold harmless MainePERS and its officers, trustees, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) MainePERS negligence or unlawful act, or (ii) action by the Contractor

taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MainePERS in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of the privileges or immunities of MainePERS, its Board of Trustees, or its employees.

- 5.7 Notice of Claims. The Contractor shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement or which may affect the performance of the Contractor under this Agreement.
- 5.8 Severability. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 5.9 Force Majeure. The performance of an obligation by a party under this Agreement shall be excused in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. In the event of the Contractor's non-performance caused by any of the foregoing reasons, MainePERS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
- 5.10 Entire Agreement. This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

IN WITNESS WHEREOF, MainePERS and the Contractor, by their representatives duly authorized, have entered into this Agreement as of the date first written above.

Maine Public Employees
Retirement System

[Company Name]

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT 3

MainePERS Vendor Security Requirements

The Contractor shall cooperate with MainePERS in protecting the confidentiality, integrity, and availability of MainePERS' information and security of its assets by:

- maintaining SOC Type 2 certification and providing proof of this certification to MainePERS upon request;
- participating in an annual vendor due diligence process by providing information reasonably requested by MainePERS within 10 business days;
- performing criminal background checks on all individuals working on the Contractor's behalf, providing the results to MainePERS upon request, and excluding from work any individual who has been convicted of a felony or any crime reflecting dishonesty unless MainePERS waives this requirement in writing for a particular individual;
- upon terminating for cause any person performing work, Contractor shall immediately remove that person's access to the MainePERS environment and notify MainePERS as soon as reasonably possible, not to exceed 24 hours;
- signing-off in January of each year on all of the Contractor's user accounts active in any MainePERS system or database;
- notifying MainePERS within 24 hours of becoming aware of a suspected data breach, virus outbreak, or other compromise of the Contractor's network, computers, or servers that may have access to MainePERS' data or databases;
- maintaining anti-virus software at the current production version with signatures refreshed on a daily basis;
- installing high security patches on the Contractor's computers and servers as soon as available and other security patches within two weeks of becoming available;
- complying with the following remote access network standards established by MainePERS:
 - use only devices and equipment owned by the Contractor;
 - access only through Citrix using RSA Security Tokens;
 - use Wi-Fi only if non-public and secured by WPA2 with AES encryption for data;
 - require separate user accounts for each individual working on the Contractor's behalf, using complex passwords with 90-day aging; and
 - transfer files only with advance written authorization and only using AES 256-bit encryption;
- prohibiting any person other than an employee of the Contractor from performing work or accessing MainePERS' data or databases without the consent of MainePERS; and

- permitting access to MainePERS' data and databases only to those individuals who have a need for access to perform work, maintaining audit records for each such access that identify the individual and time and date of access, and providing the audit records to MainePERS upon request.

**Attachment C
Price Sheet**

Cost of interface (creation of interface including phases of product, # of hours & cost for each phase, additional equipment, if needed, etc.): _____

Cost of providing support, maintaining equipment, patching and updating software:

Any Special Payment Terms: _____

Any Additional or Explanatory Information: _____

Bidder Name: _____

Bidder Signature (written): _____ Date: _____

Bidder Address: _____

