

## Request for Proposal: Records Management

### I. General information and Schedule

**Date of Issue: September 12, 2018**

**Issued By:** Innovation and Technology Department, City of Burlington, Vermont

**Due Date for Questions: September 21, 2018** – please submit via email. Responses will be posted on the City’s RFP page (<https://www.burlingtonvt.gov/RFP>) by 5:00pm on September 25, 2018.

**Due Date of Bid: October 5, 2018**

**Contact:** Pat Schmitz  
Project Manger  
802-865-7017  
[pschmitz@burlingtonvt.gov](mailto:pschmitz@burlingtonvt.gov)

### II. Project Background and Scope

The City of Burlington is issuing this Request for Proposals (RFP), seeking responses from qualified respondents to conduct an assessment of documents that are currently being stored and shared among various systems and departments throughout the City.

The purpose is to discover, assess, and catalog documents being stored by department’s onsite and offsite. It is expected that the successful proponent will meet with City personnel and department representatives to accomplish this task; as well as visit all storage facilities. Records are stored across City facilities within Burlington, and the Burlington International Airport in South Burlington.

Departments to be included in the study are: City Attorney’s Office; Public Works; Parks, Recreation, & Waterfront; Code Enforcement; Planning & Zoning; Clerk/Treasurer’s Office; Community and Economic Development Office; Human Resources; Fire Department; Police Department (administrative records only); Fire Department; Fletcher Free Library (administrative records only, not library materials); Church Street Marketplace; Assessor’s Office; Burlington City Arts (administrative records only, not artwork); Retirement; and Burlington International Airport.

## Scope of Work

- a. Identify and catalog/inventory all records and establish taxonomy of existing records
- b. Work with City staff to develop method for evaluating all records. Criteria might include
  - i. Fiscal value
  - ii. Legal / regulatory value or requirements
  - iii. Historical value
  - iv. Public good
  - v. Condition
  - vi. Usefulness
  - vii. Likelihood and frequency of future need
- c. Assessment of records according to characteristics agreed to (b).
- d. Recommendation on retention of records, by type, aligned to the City's existing retention policy (included in the Appendix)
- e. Develop draft set of recommendation, to be reviewed with staff, on:
  - i. digitizing, given cost constrained environment
  - ii. destruction of unnecessary or duplicative materials
  - iii. ideal means of storage for records to be retained
  - iv. means for ongoing cataloging and maintenance of records
- f. Clear recommendations and implementation plan with priorities specified and estimated costs associated with each recommendation

### III. Submittal

Responses should be submitted in hard copy (1 copy) and by email or USB storage in PDF format.

Responses should be submitted by **Friday October 5, 2018**. Responses should include:

- Proposal shall clearly describe the proposed methodology to accomplish this project.
- A list of the individual(s) who would participate in this project, and a summary of their experience and qualifications
- A detailed description of the work that will be performed and provided
- A timeline with deliverables and deadlines
- A detailed cost proposal
- At least 3 references for similar projects.

Bidders must comply with all provisions of state law, and the accepted bidder will have to comply with the city's livable wage and union deterrence ordinances, copies of which are available on the city's website (or may be supplied on request).

The City of Burlington does not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The City is also committed to providing proper access to services, facilities, and employment opportunities.

**Bid evaluation criteria**

In compliance with the City of Burlington’s Procurement Policy, City staff will evaluate all complete proposals. Vendors will be scored up to a maximum of 125 points based on the following criteria:

<b>Description</b>	<b>Points</b>
Methodology	30
Records management experience in an Municipality	30
Work Schedule	25
Cost Proposal	20
References for similar projects	20

Responses will be reviewed by City staff, and possibly its consultants, based upon the information provided in the proposal. Additional information, including presentations by select vendors, may be requested prior to final selection.

The City intends to accept the bid it determines to be in the best interests of the City, based on the overall proposal, not exclusively on cost or any other specific factor. The City reserves the right to amend, modify, reject, negotiate, or accept any bid in whole or in part at its sole discretion.

## IV. Terms and Conditions

It will be necessary for responding parties to comply fully with the following terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal.

### **COMMUNICATIONS**

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email ([pschmitz@burlingtonvt.gov](mailto:pschmitz@burlingtonvt.gov)). Responses to all submitted questions will be posted on the City of Burlington website at: <https://www.burlingtonvt.gov/RFP>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications or proposals. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

### **GENERAL COMPLIANCE WITH LAWS**

The Consultant shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance and City insurance requirements. A certificate of compliance with the Livable Wage ordinance will be required. The Livable Wage ordinance can be found at the following link: <http://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance/>. Provisions of the resulting Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

### **OWNERSHIP OF DOCUMENTS**

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the City.

### **PUBLIC RECORDS**

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade

secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally, that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

#### **OTHER TERMS**

Costs for preparing your proposal in response to this request are solely the responsibility of the respondent. The City of Burlington, Vermont assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract. The City of Burlington reserves the right to accept or reject any or all Statement(s) of Qualifications or proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract. Equal Opportunity: the selection of consultant shall be made without regard to race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman- owned businesses.

#### **REGISTRATION**

A successful consultant must be registered with the Vermont Secretary of State as a business entity doing business in the State of Vermont at all times the contract is effective. This registration must be complete prior to the execution of a contract.

#### **INSURANCE**

Prior to beginning any work the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater ([www.ambest.com](http://www.ambest.com)). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the

exception of workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. It is agreed that the liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

**GENERAL LIABILITY AND PROPERTY DAMAGE:**

With respect to all operations performed by Consultant, subcontractor, agents or workers, it is Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

The policy shall be on an occurrence form with limits not less than:

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

*WORKERS' COMPENSATION:* With respect to all operations performed, Consultant shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

(a) Bodily Injury by Accident: \$500,000 each accident

(b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

**INDEMNIFICATION**

The Consultant will act in an independent capacity and not as officers or employees of the Municipality. The Consultant shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Consultant's acts and/or omissions in the performance of this contract.

The Municipality is responsible for its own actions. The Consultant is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its Officers, agents and employees shall immediately thereafter notify the Consultant in writing that a claim to which the Indemnification Agreement may apply has been filed.

## **RELATIONSHIP**

The parties agree that Contractor is an independent contractor. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. Neither the City of Burlington nor its departments shall provide Contractor with specific instructions or training in how to provide the required services, except to the extent required by law or regulation. Contractor shall provide its own tools, materials or equipment. In providing services under this Agreement, contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The parties agree that neither contractor nor its officers or employees are employees of the City of Burlington or any of its departments, agencies, or related entities. The parties also agree that neither contractor nor its officers or employees is entitled to any employee benefits from the City of Burlington. Contractor understands and agrees that it and its officers and employees have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. Contractor agrees to execute any certifications to the best of its knowledge, information and belief, or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested. Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City of Burlington will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

**RESERVATION OF RIGHTS**

It is the intent of the City to select the proposal that it deems to be in the best interests of the City. To that end, the City reserves the following rights:

1. To accept any proposal in whole or in part
2. To accept multiple proposals if doing so is in the best interests of the City;
3. To reject any or all proposals in whole or in part;
4. To waive any informalities, omissions, or irregularities in any proposal;
5. To terminate and reissue this RFP for any reason;
6. To remedy any error in the RFP process without reissuing it; and/or
7. To change or negotiate any specifications in the City's sole discretion.

**Appendix A: City of Burlington RFP – Records Management**  
Understanding of RFP Procedure, and Terms and Conditions

***This page to be returned with Proposal submission***

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Vendor Name:

---

Representative's Printed Name:

---

Representative's Title:

---

Representative's Signature:

---

Date:

---