

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6133

RECORDING SOLUTION

FOR

REGISTER OF DEEDS

Prepared by:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
Phone: (734) 222-6760





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main,
Ann Arbor, MI 4810
Phone (734) 222-6760
Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6133

March 25, 2004

The Washtenaw County Purchasing Division, on behalf of the Washtenaw Clerk/Register of Deeds is issuing a Request for Proposal (RFP) # 6133 for an Indexing, Receipting, Imaging, Public Search and Electronic Recording provider for the Register of Deeds office.

Sealed Proposals: Contractor will deliver **three copies (3)**, the **original and two (2) copies**, to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

by 2:00 p.m. on Tuesday May 4, 2004

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope should be clearly marked "**SEALED RFP # 6133**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760**.
- Please direct technical questions regarding this RFP to James McFarlane at **734-222-6587**

Thank you for your interest.

PROPOSAL INFORMATION

Definitions	“Bidder”	an individual or business submitting a bid to Washtenaw County
	“Contractor”	one who contracts to perform services in accordance with a contract
	“County”	Washtenaw County, government

PROPOSAL TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **three copies** (3), the **original and two (2) copies**, must be at the County Administration Building on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

PROPOSAL SPECIFICS

Purpose

The purpose of this document is to list the requirements of a vendor to provide services, supplies and equipment for a Total Records Management System that includes a Real Property Module, Miscellaneous Documents Module, Fee and Tax Collection Module, Imaging capabilities, Public Search capabilities, Web Search Module and Electronic Recording Module.

The County Register’s Office desires the highest possible level of service, integration and efficiency for the County and constituency. In order to ensure the quality and accuracy of the system and data, the entire “single-source” solution should be managed and performed by one vendor who possesses the necessary resources and expertise to provide all of these services entirely in-house (the use of subcontractors is not permitted). A single-source solution enables the County to maximize system uptime, speed issue resolution, safeguard our valuable records, and provide the highest level of efficiency for the County Register’s Office.

Evaluation Criteria

Additional Vendor Services

As stated above, the County wishes to obtain a single-source solution with sole accountability being to one vendor. The additional services listed below represent both current and future services that the County considers very important in a single–source vendor.

NOTE: Only answer YES to these questions if the following services are actually performed in-house by you as Vendor. You must answer NO if the services are not provided by you, or if they are sub-contracted or performed by a 3rd Party vendor.

Code

Y/N

	1. Does Vendor provide Internet search access via secure, replicated data located at a remote location outside of the County?
	2. Does Vendor provide Electronic Document Recording (e-filing / e-Recording)?
	3. Does Vendor provide digitized image to microfilm conversion services?
	4. Does Vendor provide microfilm to digitized image conversion services?
	5. Does Vendor provide both onsite and offsite scanning of historic documents, as well as loading and linking of the resulting digital images to our electronic indices?
	6. Is Vendor an authorized Kodak microfilm processing lab?
	7. Does Vendor provide Map services (microfilming, lamination, scanning, aperture cards, security film and binders)?

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	8. Does Vendor provide "Full Service" Indexing where the vendor's staff provides either onsite or remote index data entry services? This service would assist the County in managing staffing resources and large fluctuations in recording volumes.
	9. Does Vendor provide compact book and index printing services?
	10. Does Vendor provide data entry Re-indexing services of historic indices? This would expand our database of electronic indices and make searches more efficient.
	11. Does Vendor provide book re-creation services?
	12. Does Vendor provide film verification services for Deeds, Mortgages, etc.?
	13. Does Vendor provide supplies and consumables such as paper, toner, etc for all hardware/peripherals it installs?

VENDOR REQUIREMENTS AND DETAILED

**SPECIFICATIONS FOR RECORDS MANAGEMENT SYSTEM
FOR COUNTY REGISTER OF DEEDS OFFICE**

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A. General Requirements

The items listed below represent general vendor capability requirements and specific service requirements that must be included with the Vendor’s solution. Please respond to each numbered item within each section with the following response codes. For any response in which the Vendor will Not Agree to a specification, Vendor must insert a detailed explanation underneath the specification, within the same table cell, in bold print, detailing the reasons why the vendor will not agree to the specification.

Response

- | | |
|-------|---|
| Code: | Explanation: |
| A | = Vendor will Agree to this specification |
| D | = Vendor will Not Agree to this specification |

General Vendor Requirements:

Code
A/D

	1. Vendor must employ at least 100 full time employees.
	2. Vendor must have government land records management systems installed in more than four (4) states.
	3. Vendor must have at least five (5) government land records imaging systems in the state of Michigan that have been operational for at least the past three (3) years.
	4. Vendor must provide audited financial statements for the previous three (3) years.
	5. Vendor must be an authorized Kodak or Fuji microfilm-processing lab for at least three (3) years.
	6. Vendor must not use subcontractors in providing any of the requested services.
	7. Vendor must own the software being proposed to the County.
	8. Vendor must adhere to Service Level Agreements (SLAs) with penalty, mutually agreed upon between County and Vendor guaranteeing system availability, responsiveness to hardware/software issues, etc.
	9. Vendor must have Microsoft Certified MCSEs on staff to support system.

Supplies And Services To Be Provided And Performed By The Vendor:

Code
A/D

	Supplies:
	1. The Vendor will supply addressed mailing labels for all deliveries to the Vendor.
	Services:
	2. The Vendor shall provide and support a complete software package designed for the Fee Recording, Indexing, Imaging and on-line Index Search of land records. The Vendor shall also supply user manuals that shall fully explain all system functions and procedures.
	3. The Vendor shall convert all digitized land record images sent by the County, to microfilm.

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	4. The Vendor shall be responsible for servicing and or replacing all equipment provided to the County for use in cashiering, indexing, scanning and searching of land records.
	5. The Vendor shall maintain records of all images microfilmed and shall transmit to the County a copy of this record.
	6. The Vendor shall provide Data Archiving and Disaster Recovery services throughout the contract period, described below under <i>Specifications for Data Archiving And Disaster Preparedness Services</i> .
	7. The Vendor shall supply ample hours of instruction and training of County personnel in the proper operation of indexing equipment provided and any re-training can be scheduled at the request of the office, at no additional charge, during the contract.
	8. The Vendor shall supply continuous quality and technical supervision of the entire service it renders.
	9. The Vendor shall be responsible during the life of the contract, to advise the County of any changes or improvements in procedure or technique that may be required.
	10. The Vendor shall provide index prints as specified below under <i>Technical Specifications for Index Printing Services</i> .
	11. The Vendor shall ensure that the system complies with all state requirements regarding the verification and authentication of the recording and filing process. The Vendor shall not charge for enhancements to the system that are a result of state-mandated changes.
	12. The vendor shall convert existing history data to new format.
	13. The current data conversion must be completed prior to installation of the new system.
	Support:
	1. Vendor shall be responsible for all hardware maintenance.
	2. Vendor will be responsible for continual administration, updates, cleansing and rebuild responsibilities of anti-virus solution.
	3. Vendor will be responsible for DBMS administration.
	4. Vendor will be responsible for security administration.
	5. Vendor will be responsible for network administration, including network security.
	6. Vendor will be responsible for all software maintenance, including DBMS, and Operating system.
	7. Vendor will provide at least 1 hr. call back response of any support request thru supplied toll-free number.
	8. Vendor will provide at least 4 hr response to any e-mail request for support.
	9. Vendor will provide at least 4 hr resolution to any application procedure issue.
	10. Vendor will provide at least 24-hr replacement of system critical hardware.

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	11. Vendor will provide at least 72 hr replacement of non-system critical hardware.
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Equipment/Software to be furnished by the Vendor:

	1. AS/400 file server with Hard Disk, Floppy Disk Drive, SVGA Color Monitor, Modem, Ethernet Adapter, and Cartridge tape Drive for data backup.
	2. Fee workstations w/SVGA 20" Flat Screen Color Monitors and Receipt/Validator Printers with Serial or USB Interface.
	3. Laser Jet Printers with letter and legal tray for report generation and printing of compact books.
	4. Data Entry workstations w/SVGA 20" Flat Screen Color Monitors.
	5. Data Retrieval workstations w/SVGA 20" Flat Screen Color Monitors.
	6. Scanning Workstation w/SVGA Color Monitors, 20" minimum.
	7. All application software for Fee Collections and Cash Control, Indexing, Imaging, Search and Report generation. All application software will meet the requirements of the State of Michigan and the County.
	8. During contract vendor will provide all necessary storage, at no additional charge, if storage requirements exceed estimates due to document volumes exceeding estimates.
	9. Vendor will be responsible for maintaining acceptable system/server performance throughout term of agreement, including hardware/software upgrades/additions at no additional charge to the County to maintain acceptable performance, if needed.

Data Center /Hosting Facilities:

Code
A/D

	1. Vendor must host system from a certified Data Center providing 24x7 operations support.
	2. Vendor must provide redundant communication links to the Data Center.
	3. Data Center must be part of Vendor organization.
	4. Data Center must have alternative power sources, ensuring 24x7 operations.
	5. Data Center must be a secure facility and have video monitoring as well as authorized personnel only at processing facility.

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	6. Data Center must host other County systems and have a proven track record in providing hosting and administration services.
	7. Vendor must provide references supplying similar services from five (5) or more County customers.
	8. System to be administered by Certified operators.

Maintenance and Support Services:

Code
A/D

	The vendor must provide the following support at <u>no additional cost</u> to the County:
	9. Software loading and support of the initial installation throughout the project
	10. Continued software and hardware maintenance and support
	11. Toll free telephone and e-mail support
	12. Unlimited training and re-training of County staff
	13. Unlimited onsite support visits
	14. User manuals
	15. Year to date and consolidated Index Prints
	16. Off-site data storage
	17. Periodic user group meetings

Technical Specifications for mandatory Microfilm and Microfilm Processing Services:

Code
A/D

	Film:
	1. The archival film for recording shall be in accordance with state of Michigan Standards.
	2. The film shall be capable for resolving at least 180 lines per mm and shall carry the NBS symbols of approved safety archival base.
	Processing:
	3. The Vendor shall maintain at least two deep well microfilm processors, with auto replenishment.

	4. The Vendor shall certify upon request at any time during the life of the contract, that all film has been processed in a continuous film processor and that daily test of hypo-content proved that none of the County's film has been reading in excess of .07 mg/sq. in using the Methylene Blue test.
	5. The Vendor must subscribe to the Kodak Microfilm Processing Program, to ensure that all processed microfilm is routinely quality-checked by Kodak for residual trisulfates, density and resolution. The Vendor shall submit copies of all results of periodic Kodak Microfilm Processing Program tests, to the County if so requested.

Specifications for Data Archiving and Disaster Preparedness Services:

Code
A/D

	1. Qualified operators will be responsible for customer data.
	2. County data shall be examined by software designed to ensure that all of the proper record fields have been captured correctly.
	3. County data shall be automatically backed up on a precise rotation schedule. On a daily basis, the County's entire database of index and image data shall be saved to backup media.
	4. Each month, the Vendor shall make a printout of all the County's indexes and send it back to the County.
	5. The original data shall be stored at an on-site tape library on the Vendor's premises, and the duplicate tape shall be sent to a secure underground storage facility.
	6. Once a year at end of fiscal and/or calendar year, all Fee/Cashiering data will be archived to media and sent to be stored off-site in underground, certified archival storage facilities.
	7. All tapes, both at the Vendor facility and off-site facility, shall be maintained and inspected annually to assure the life of the archived data. The Vendor shall follow all ANSI (American National Standards Institute) recommended procedures for archiving magnetic data.
	8. The County's data shall remain the property of the County at all times, regardless of storage location.
	9. The Vendor shall guarantee upward compatibility of data, both magnetic and imaging, as new technology is developed and adopted by the Vendor. If a new, superior technology for data archiving is invented and gains widespread usage, the Vendor shall ensure that the County's data can be migrated to the new technology for optimal long-term protection.

	10. In conjunction with archive storage and protection, the Vendor shall also provide disaster recovery services. In the event of a major disaster, the Vendor shall at all times be prepared to replace and/or restore all the County's historic and current databases.
	11. Vendor will provide all media necessary for archival/backup services.

B. System Technical Specifications

The items listed below represent specific functional requirements for the new system. Please respond to each numbered item within each section with the following response codes. Any explanation should be inserted under the requirement in bold print.

Response

Code: Explanation:

- Y = This feature/function is provided in the current product release
- U = This feature/function is provided through another means (requires explanation.)
- F = This feature/function is to be provided in a future product release (state anticipated release date.)
- M = Modification would be required at an additional cost (enter estimated cost.)
- N = This feature is not provided.

General System Requirements

Code

Y/U/F/M/N

	1. The system is a totally integrated system. Data entry and indexing start with the Fee Module, as the operator enters document data it is shared with the Indexing Module.
	2. All indexing modules operate in the same general manner (entry, verify, approve and merge) allowing for easy cross-training between departments.
	3. The system is table-driven for all major elements. These tables have virtually unlimited capacity and are customer maintainable. The system permits listings of data in current table form for general user reference. The system has multiple reference/code tables, including, but not limited to, attorneys, towns, corporate names, record and return names, escrow/charge accounts, common names, fee types, and document types that can be modified. Table help is available during maintenance.
	4. The system can generate numbers for, including, but not limited to, index, in-house documents, receipt, UCC, transfer tax, and book and page. The system automatically rolls over these numbers as scheduled.

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	5. System allows staff to make modifications, adjustments, and deletions to indexing and fee records in daily files without support intervention; however, for security, the system needs to require support intervention for deletion of records that are part of Public Inquiry or Fee History.
	6. The system allows the operator to obtain screen prints of all screens for the public and/or county staff use. Payments from general public users are accepted and recorded through the Fee Module; however, the system also allows User IDs to be assigned to title companies for the purpose of automating billing for prints made from public inquiry.
	7. System includes editing and cross-checking of required entries (i.e., an additional response to confirm canceling a set of transactions).
	8. The system accommodates Internet access and electronic filing/recording.
	9. The system is expandable to meet the needs of a growing County. System document storage will be expanded to accommodate such growth for the extent of the contract.
	10. The system allows for systematic backups on a daily, weekly, monthly and annual basis.
	11. The system allows for simultaneous access to County's computer network and systems and the proposed image and indexing system on multiple PC system workstations.
	12. System allows the creation and discontinuation of user IDs and passwords.
	13. The system is menu-driven. Supervisors and users have different menus and options - a security component that allows the County to control user access to all information and screens. Security profiles can be established for users that restrict access to specific types of activities.

Cashiering Document Recording (Specific) Requirements

Code
Y/U/F/M/N

	1. System requires each employee to have their own user ID for auditing purposes. Drawers can be cashed out at any time throughout the day.
	2. A fee table is a source for lookup of fees based on the document type. Fee types can be automatically calculated, manually entered and exempted. The system will calculate transfer taxes based on the document type and consideration amount. The system can handle multiple types of taxes on one document.
	3. The system's transfer tax processing are conducted in accordance with state's requirements.
	4. The system provides the ability to breakdown types of taxes for break down to various state agencies. It must be able to allocate the correct amount of the basic tax, Mi tax, and other taxes based on the type of property.
	5. The system must automatically assign mortgage numbers

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	6. If the transaction needs to be held, the system allows for a transaction to be suspended and resumed at a later time retaining all of the previously entered information. These 'held' receipts must be canceled or finished by the end of the business day.
	7. The system can automatically assign instrument numbers, and book and page numbers. The system allows for sequential numbering on a receipt.
	8. Documents can be reviewed in any order before printing a receipt. Documents can be added, modified, or deleted. If an adjustment affects the originally calculated fees, the fees are automatically adjusted.
	9. System allows entry of one transaction for multiple documents that are the same document type, same party names, and number of pages. The system will calculate the total fee(s) and issue in sequence the required document numbers for each document in that batch.
	10. The system allows the repetition of names on a receipt and the option to reverse order of names (i.e.: grantor to grantee).
	11. A remark field is provided for all transaction types.
	12. The system retains all of the index information entered during the recording process for automatic recall during indexing (no re-keying of information is required).
	13. The system recognizes multiple payment methods (i.e. cash, check, and escrow or debit account) within a single transaction. System allows entry of miscellaneous revenue and issuance of refunds within a receipt.
	14. The system allows check tracking.
	15. The system supports debit or escrow/charge account processing, with statements. The system will only allow escrow/charges if balance is above a pre-set amount. An on screen warning will appear at time of fee collection, if the transaction would make the account balance fall below required minimum.
	16. After payments are entered, records can be reviewed without requiring re-entry of the payments. The system allows cancellation of an entry at any point before printing receipt without issuing and/or assigning numbers.
	17. Users can validate documents and/or produce labels that are customizable.
	18. Labels can be generated at the end of the receipt or after each document is entered.
	19. The system allows the re-printing of the stamps/labels at any time

	20. The system can generate full or slip, detailed or summary receipts. The detailed receipt lists all documents recorded, in sequential document number order, all associated fees for each document, names associated with the documents and remarks, if entered. The system is able to print multiple copies of receipts.
	20. All reports are generated by date range.
	21. The system will provide all state of Michigan-required reports.
	22. Fee reports available include: <ul style="list-style-type: none"> • Charge/escrow balance • Check report • Class/type recap • Daily register/counter control • Daybook/instrument register • fee report • Refunds Due Report • Transmittal Report • Lien and release Report • UCC • Void Report

Cashiering (Document Reporting)

General Data Entry Requirements:

Fee information to be entered for each document will include, but is not limited to:

- | | |
|--|--|
| A. Document number | F. Town (where applicable) |
| B. Recording date | G. Comments |
| C. Document type | H. Mail back address (where applicable) |
| D. Consideration amount (where applicable) | I. Amount paid |
| E. Party names (optional) | J. Check number and name on check (optional) |

Document Scanning and Imaging

Code
Y/U/F/M/N

	1. Information must be passed from Fee entry, eliminating re-keying of index data.
	2. Surname, given name, and middle name are treated as separate data elements from corporate names. The system must have an additional field for adding a suffix such as esquire, executor, or attorney which does not affect the sorting of records or the index.

	3. For indexing purposes the system allows the duplication of any information from one document to the next with override capability and the ability to retrieve (duplicate) party(s) or case captions from a previously filed/recorded document.
	4. Staff can make corrections to their own work before it becomes a permanent record. The system allows users with proper security to update fields, including records verified to the public. All data entered allows for multiple people to verify data entered by someone other than the original data entry operator. Individual transaction batches are provided for each user.
	5. System provides edit controls at the field level so that incomplete or invalid data must be verified before the user can continue to the next step.
	6. The system uses lookup tables wherever possible to increase speed and accuracy. Users can enter the first portion of a name/code and the search listing will start with the portion entered. Users can view code tables from the entry screen, select a code from the table, and return to the entry screen.
	7. System can automatically format fields such as dates, parcel numbers, pins and amounts so that the staff/public is not required to enter required punctuation.
	8. The index fields are dynamically linked to the instrument type. In other words, the system will only bring up index fields that are pertinent to the specific instrument type currently being worked on.

Document Indexing

Document Indexing Requirements:

Code
Y/U/F/M/N

	<p>1. Once a document is entered through Cashiering, all relevant data must be available to automatically pass through to the Indexing module in order to avoid re-keying of data. Indexing information to be entered for each document will include but is not limited to:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Document number</td> <td style="width: 50%;">F. Book and page number</td> </tr> <tr> <td>B. Recording date</td> <td>G. Series (Grantor, Grantee, etc.)</td> </tr> <tr> <td>C. Document type</td> <td>H. Person or Corporation</td> </tr> <tr> <td>D. Consideration amount</td> <td>I. Document date</td> </tr> <tr> <td>E. Party names and addresses</td> <td>J. Marginal notation / reference</td> </tr> </table>	A. Document number	F. Book and page number	B. Recording date	G. Series (Grantor, Grantee, etc.)	C. Document type	H. Person or Corporation	D. Consideration amount	I. Document date	E. Party names and addresses	J. Marginal notation / reference
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	3. Surname, given name, and middle name are treated as separate data elements from corporate names. The system must have an additional field for adding a suffix such as esquire, executor, or attorney which does not affect the sorting of records or the index.
	4. For indexing purposes the system allows the duplication of any information from one document to the next with override capability and the ability to retrieve (duplicate) party(s) or case captions from a previously filed/recorded document.
	5. Staff can make corrections to their own work before it becomes a permanent record. The system allows users with proper security to update fields, including records verified to the public. All data entered allows for multiple people to verify data entered by someone other than the original data entry operator. Individual transaction batches are provided for each user.
	6. System provides edit controls at the field level so that incomplete or invalid data must be verified before the user can continue to the next step.
	7. The system uses lookup tables wherever possible to increase speed and accuracy. Users can enter the first portion of a name/code and the search listing will start with the portion entered. Users can view code tables from the entry screen, select a code from the table, and return to the entry screen.
	8. System can automatically format fields such as dates, parcel numbers, pins and amounts so that the staff/public is not required to enter required punctuation.
	9. The index fields are dynamically linked to the instrument type. In other words, the system will only bring up index fields that are pertinent to the specific instrument type currently being worked on.

Document Proofing and Verification

Code
Y/U/F/M/N

	1. System must automatically flag documents as “completed.”
	2. System must produce a verification report definable by specified recording date.
	3. All edit rules and edit checks that are available in the Indexing module must be available in the verification module.
	4. All field duplication features that are available in the Indexing module should be available in the verification module.
	5. All user-defined tables that are used to simplify data entry in the Indexing module should be available in the verification module.
	6. The system must track all changes made to a completed document by date, time, operator ID, and the original and new values.

Document Retrieval and Public Access

Code
Y/U/F/M/N

	1. General inquiry is accessible from every system terminal and does not affect the functionality of the system. County Register searches conducted for the general public can be created, maintained and tracked and a fee can be generated for this service.
	2. The system allows the user to search for information in a variety of ways and lists the different types of search options that are available on the system. The available searches must include: <ul style="list-style-type: none"> • Name • Document number • Book and page • Associated book and pages • Index number • Block and lot • Pin number • Consideration • Address • Free form and user defined field searches • Name selections can be limited by document type, series, date range, and application code. • All searches can be specific by date range.
	3. Search options can be turned on/off to allow customers to only show searches that they do in their office.
	4. Once a data search is initiated, entries that fit the selected criteria are displayed, with information such as Party Names, Book and Page number, file number, Date Filed and a Control Number. From here an entry can be selected to view the full detail. From this point in the search, all recurred information is made available for a searcher to see.
	5. Users can view related UCC activity together on the selection screen.
	6. Users can view daily, unverified records.
	7. System indicates the date range of the permanent data (i.e., Data Verified and Permanent: MM/DD/CCYY through MM/DD/CCYY).
	8. System allows the option to view stored images. System allows the public to select more than one document from the search results list, for image display. The person can then view all images without returning to the list.
	9. System provides ability for multiple public workstations to print to network printers.
	10. System allows Internet access.
	11. Integrated billing/approval system provides a method of authenticating a login and to track inquires made and bills the customer accordingly.

	12. System options include using a 'card reader' and 'swipe card' (paid for by customer and issued by register's office) to control public inquiry prints.
	13. Public workstations do not require a log-on, however, the system will provide the option for a public log-on when the requested services involve charges.

Internet Capability Requirements

Code
Y/U/F/M/N

	1. System must provide a browser-based public inquiry module.
	2. System must provide the ability to host image and index data.
	3. Vendor must provide replicated image and index data for web-based public inquiry solutions.
	4. Vendor must provide a website with established county customers with land document image and index data available from the site.
	5. Vendor must provide the County with a method of charging subscribers for access to the Vendor's web-based public inquiry solution.
	6. Vendor must provide marketing support to help the County promote its web-based public inquiry solution.
	7. Vendor must provide the ability to generate revenue via its web-based public inquiry solution.
	8. Vendor's web-based public inquiry solution must provide the ability to accept and process credit card payments from public searchers.
	9. Vendor's web-based public inquiry solution must provide similar search capabilities that the vendor's base system provides within the office.
	10. The Vendor's web-based public inquiry solution must be hosted by a qualified data center.

Web-Enabled Title Module Requirements

Code
Y/U/F/M/N

	1. Vendor's system must offer a Web-enabled Title Module with an Internet interface that allows attorneys, title agents, title examiners, abstract companies and insurance companies, from their offices, via the Internet, to access and use the proposed County system, for searching and for creating real property reports.
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	2. Vendor's Web-enabled Title Module's Internet interface must be easy to navigate and allow on-line title report generation in minutes, at no cost to the County.
	3. Vendor's Web-enabled Title Module must allow legal, title and financial searchers to access the following types of information from the proposed County system, via the Internet: deed records, mortgage records, assessor's data, mortgage/deed images, federal tax liens, lis pendens, UCCs.
	4. Vendor's Web-enabled Title Module must be available over the Internet to perform all required functions 24 hours a day, seven days a week.
	5. Vendor's Web-enabled Title Module must offer current document indexes and images that are updated on a daily basis.
	6. Vendor's Web-enabled Title Module must provide all services at no cost to County.
	7. Vendor's Web-enabled Title Module must provide the ability to limit access to County-approved users.
	8. Vendor's Web-enabled Title Module must be able to provide the County with comprehensive reports on system usage.

eRecording Module Requirements

Code
Y/U/F/M/N

	1. Vendor's system must include an eRecording Module that provides remote users with the ability to record document types entirely electronically, on-line, via the Internet, without the movement of paper documents and without physically traveling to the County's offices.
	2. Vendor's eRecording Module must allow the County's system to electronically accept and authenticate the source of electronic filings, with all information verified as unaltered from the time the filer submitted the records for recording.
	3. Vendor's eRecording Module must support incoming filing data in XML format and automatically populate the incoming indexing information into the proposed system so that no data has to be re-keyed.
	4. Vendor's eRecording Module must be able to pre-edit and format Indexing data and documents, to County-specific requirements.
	5. Vendor's eRecording Module must provide for electronic funds transfer and must process payments in a variety of payment methods and issue secure, authenticated recordation fee receipts back to remote users.

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	6. Upon completion of the eRecording process, the Vendor's eRecording Module must apply the electronic signature of the County to the recorded documents and data to ensure a safe, secure return of recording information and data to the filing agent.
	7. Vendor's eRecording solution must include software provided to filing agents for use on their office computers that allows them to electronically create recordable documents, execute the documents with electronic signatures in full compliance with E-Sign, authenticate the submitter and the County, transmit the electronic documents to the County via the Internet, and receive recorded electronic documents in XML format for input into the agent's system for further automated functions.
	8. Vendor's eRecording solution must provide a full audit trail for non-repudiation.
	9. Vendor's eRecording solution must be an open, secure, Internet-based connection between participating filing companies and the County, committed to evolving industry standards and creating a collaborative Internet environment for all filers and the County.

Printing

Code
Y/U/F/M/N

	1. System must provide print functions that include:
	<ul style="list-style-type: none"> • Printing of entire document and all of its pages
	<ul style="list-style-type: none"> • Printing of retrieved index list
	<ul style="list-style-type: none"> • Printing of selected document pages
	<ul style="list-style-type: none"> • Screen print of current screen
	2. System must provide the ability to print all the imaged pages of a document without looking at each document page.
	3. System must provide the ability to queue prints to specific printers and the ability to specify default printers.
	4. System should meet the following print performance requirement: printer should print the image at the rated speed of the printer.
	5. The print services subsystem must be capable of supporting industry standard printers such as Hewlett Packard.
	6. Printers must be individually addressable by the users as defined by the System Administrator. Not all printers within the printing subsystem are to be available to all users unless allowed by the System Administrator.

	7. System should provide the ability to print 8.5" x 11" and 8.5" x 14" copies.
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Archiving

Code
Y/U/F/M/N

	1. System must have the ability to download images to CD ROM, or equivalent medium for conversion to microfilm.
	2. System must provide export function for index data.
	3. Vendor shall include digitized image to microfilm conversion services for all documents scanned by the County, at no extra cost. The image to film conversion services must be performed by the Vendor, not by a subcontractor.

Database Management

Code
Y/U/F/M/N

	1. System must utilize ODBC compliant databases.
	2. For every document recorded, depending on the type of document, system must be able to capture and store, but not be limited to, the following information:
	<ul style="list-style-type: none"> • Instrument number
	<ul style="list-style-type: none"> • Document type (i.e., instrument type)
	<ul style="list-style-type: none"> • Date and time recorded (with unique seconds)
	<ul style="list-style-type: none"> • Book type
	<ul style="list-style-type: none"> • Book number
	<ul style="list-style-type: none"> • Page number
	<ul style="list-style-type: none"> • First page number, number of pages
	<ul style="list-style-type: none"> • Consideration amount
	<ul style="list-style-type: none"> • Property address
	<ul style="list-style-type: none"> • Name and return address
	<ul style="list-style-type: none"> • Name of submitter and address
	<ul style="list-style-type: none"> • Party types (this varies by document type)
	<ul style="list-style-type: none"> • Party names (all) - separate data elements for surname, given name, middle

RFP #6133 RECORDING SOLUTION FOR REGISTER OF DEEDS

	<ul style="list-style-type: none"> • Party AKA names (Also Known As) - for name changes, etc. An AKA name is defined to the system as equivalent to the specified party name
	<ul style="list-style-type: none"> • Firm name (if party is a firm) NOTE: It will be important to distinguish between individual names and firm names during data entry.
	<ul style="list-style-type: none"> • Instrument number or parent document (if a UCC-3 or a statement of value document).
	<ul style="list-style-type: none"> • Date of last change (for changes after document has been verified).
	3. System must provide a user maintained table for setting up customer information, (i.e., a firm table). The firm table should capture sufficient customer information to support debit, credit, and “draw down” transactions.
	4. System must have the ability to compute the total amount to be charged to record a specific document type based on the taxes and fees that together make up the total.
	5. System must allow the County to define the recording fees as fixed fees, and/or fee calculations.
	6. Recording fees by document type must be definable on a per-page charge, per name charge, or flat fee charge.
	7. System must provide the ability to define a base rate for a base number of pages, and then to define additional fee amounts for additional pages beyond the base.
	8. System must provide user maintained table(s) for defining and maintaining document and company codes. System must allow codes to be retrieved from the table during data entry, as well as return addresses for mailing back instruments.
	9. System must provide user maintained table(s) for commonly used party names. System must allow these names to be selected from the user-defined table(s) during indexing.
	10. System must provide the ability to enter and store unlimited grantor/grantee names, mortgagor/mortgagee names, or any other party type names.
	11. System should support modification of previously verified data with the appropriate level of security for modifications.
	12. System must provide the ability to establish security profiles for users that can be used to restrict access to specific types and groups of documents.

	13. System should provide the ability to establish security profiles for users that can be used to restrict access to specific types of activities. This would include, but not be limited to: entering new documents, updating documents, indexing documents, verifying documents, viewing document images, viewing secured documents and updating secured documents.
	14. System must provide the ability to copy name information when entering names into the indexing, and verification modules.

Network

Code
Y/U/F/M/N

	1. System must be compatible with TCP/IP network standards.
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Desktop

Code
Y/U/F/M/N

	1. Desktop workstations must be IBM PC compatible.
	2. System must support a minimum of Microsoft XP for all end user components running on the desktop.

Backup and Recovery

Code
Y/U/F/M/N

	1. System must provide the ability for full backup and recovery in the case of any type of malfunction (hardware and/or software).
	2. The system must provide backups for images and index data, and allow the System Administrator to control and adjust backup procedures.
	3. System must keep image and index databases on-line indefinitely.
	4. Vendor must supply their backup procedures and policies as an appendix to this proposal.

System Administration and Security

Code
Y/U/F/M/N

	1. System must provide a comprehensive administration and security system.
	2. System must include an administrator-controlled security feature for access to documents that have been “sealed”.

	3. The security module allows the System Administrator to add or define user profiles to control log on access and utilization. Each user must be assigned a security level that will automatically mask higher-level functions on a hierarchical basis.
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Import of Existing Data & Images

Code
Y/U/F/M/N

	The system must allow for the batch importing of document indices and images.
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Appendix A

STANDARD PROVISIONS FOR SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 2003, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and (**Name of Consultant**) located at (**Address**) ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (**SPELL OUT SCOPE OF SERVICE**)

ARTICLE II - COMPENSATION

Upon completion and acceptance of the above services and submission of proper invoices, the County will pay the Contractor an amount not to exceed (**SPELL OUT DOLLAR AMOUNT**).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to Clerk/Register of Deeds and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (**MONTH, DAY, YEAR**) and ends on (**MONTH, DAY, YEAR**).

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Peggy M. Haines (DATE)
County Clerk/Register

By: _____
Robert E. Guenzel (DATE)
County Administrator

APPROVED AS TO FORM:

CONTRACTOR

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
(CONTRACTOR'S NAME) (DATE)

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City State Zip
_____ Telephone #	_____ Fax #
_____ Email Address	
_____ Federal Tax ID #	<i><u>CHECK ONE</u></i> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.