

RESOLUTION

No.

24-120

Date of Adoption

APR 04 2024

Approved as to Form and Legality

Wesley Bridges, City Attorney

Factual content certified by

Adam E. Cruz, Business Administrator

Councilman/woman

presents the following Resolution:

RESOLUTION AUTHORIZING A CONTRACT TO FOVEONICS IMAGING TECHNOLOGIES, INC., DBA FOVEONICS DOCUMENT SOLUTIONS, FOR DIGITIZING AND DOCUMENT MANAGEMENT FOR RECORD RETENTION & DISPOSAL FOR THE DEPARTMENT OF LAW AWARDED THROUGH EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY #ESCNJ22/23-11 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$57,165.00

WHEREAS, the Division of Purchasing has reviewed and verified Educational Services Commission of New Jersey ESCNJ 16/17-48 for document management, records retention and disposal services awarded to Foveonics Imaging Technologies Inc., d/b/a Foveonics Document Solutions, for the City of Trenton, Department of Law; and

WHEREAS, N.J.S.A40A:11-10 (a) (1) permits the City of Trenton to purchase items and provide services without the necessity of competitive bidding under the Educational Regional Educational Services Commission Cooperative Pricing Agreement #ESCNJ22/23-11; and

WHEREAS, resolutions 23-340 identified the need for each participant to enter into their own contract; and

WHEREAS, the City of Trenton's, Department of Law, has a need for records management services. The contract will be awarded to Foveonics Imaging Technology Inc. d/b/a Foveonics Document Solutions, 999 Willow Grove Street, Ste. 3A, Hackettstown, NJ 07840 by; and

WHEREAS, funds have been certified to be available in an amount not to exceed \$57,165.00 in CY24 account no. 4-01- -35-3500-290. The contract shall be awarded for a period of one (1) year from the date of award.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton as follows:

1. The Purchasing Agent is hereby authorized to execute a purchase order for payment to Foveonics Imaging Technologies Inc. d/b/a Foveonics Document Solutions, 999 Willow Grove St., Ste. 3A, Hackettstown, NJ 07840 in an amount not to exceed \$57,165.00.
2. The contract will be awarded without competitive bidding pursuant to N.J.S.A. 40A:11-10 (a) (1) of the Local Public Contracts Law.

MOTION:					SECOND:				
FRISBY					HARRISON				
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓			
FIGUEROA	✓				HARRISON	✓			
KETTENBURG	✓				WILLIAMS	✓			
FRISBY	✓								
					FELICIANO	✓			

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

APR 04 2024

President of Council

City Clerk

A G R E E M E N T
CITY OF TRENTON, NEW JERSEY
RESOLUTION# 24-120

**THE DIGITIZING AND DOCUMENT MANAGEMENT FOR RECORDS RETENTION AND DISPOSAL FOR THE
DEPARTMENT OF LAW AWARDED THROUGH EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
#ESCNJ22/23-11 AWARDED TO FOVEONICS IMAGING TECHNOLOGY INC. d/b/a FOVEONICS
DOCUMENT SOLUTIONS**

This Agreement, entered into this 4th Day of APRIL 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** ('CITY') and **FOVEONICS IMAGING TECHNOLOGY INC. d/b/a FOVEONICS DOCUMENT SOLUTIONS 999 WILLOW GROVE STREET, SUITE 3A, HACKETTSTOWN, NEW JERSEY 07840** ("Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services described in the resolution **IN AN AMOUNT NOT TO EXCEED \$57,165.00 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD.**

FIRST, Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION AUTHORIZING A CONTRACT AWARDED TO FOVEONICS IMAGING TECHNOLOGY INC.
d/b/a FOVEONICS DOCUMENT SOLUTIONS FOR THE DIGITIZING AND DOCUMENT MANAGEMENT
FOR RECORDS RETENTION AND DISPOSAL FOR THE DEPARTMENT OF LAW AWARDED THROUGH
EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY #ESCNJ22/23-11; FOR A PERIOD OF ONE
(1) YEAR FROM DATE OF AWARD, IN AN AMOUNT NOT TO EXCEED \$57,165.00**

B. The contract shall submit with contracts with the following:

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTORS

Such performance by contractor shall be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval

by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender

identity or expression in accordance with an affirmative action program approved by the State Treasurer.
(N.J.S.A. 10:5-32 and 10:5-35) (a)

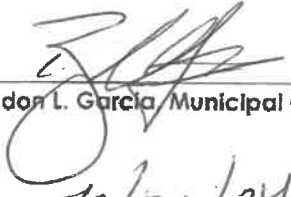
- p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:


Brandon L. Garcia, Municipal Clerk

Date

6/21/24


W. Reed Gusciora, Mayor

Date

6-13-24

and

FOVEONICS IMAGING TECHNOLOGY INC. d/b/a FOVEONICS DOCUMENT SOLUTIONS 999 WILLOW GROVE STREET, SUITE 3A, HACKETTSTOWN, NEW JERSEY 07840

Attest:


Secretary


President

Date

5-17-24



***Business Continuity and Disaster
Recovery***

Continuity of Government

***Approved
Migration Path***

Back File Conversion

Prepared by:

**Rob Decker
Regional Sales Manager
Foveonics Document Solutions
robert.decker@foveonics.com
(484) 554-1100
www.Foveonics.com**

The City of Trenton (Purchasing Dept.) would like to begin digitization of their archived records. Foveonics works with nearly 130 municipalities in NJ. Foveonics has scanned and now manages over 300 million Cloud Images for New Jersey Municipalities. It is imperative that City of Trenton (Purchasing Dept.) selects a vendor that understands the State of New Jersey's Certification and Destruction of Records via NJ DORES and Artemis. Foveonics has a full-time record manager that makes the process seamless. Our Software is complete with redaction and workflow allowing municipalities to perform OPRA requests at a fraction of the price.

Foveonics Evaluation and Review

Continuity of Operations COOP & Continuity of Government COG Approach

Foveonics customers have benefited from Foveonics Disaster Recovery Cloud-Based Solution. City of Trenton (Purchasing Dept.) does not have a Cloud Solution that is implemented that would be able to access digital images in case of disruption. Coop/Cog COOP or COG planning is a preparedness effort aimed at ensuring an organization's Essential Functions (ESFs) continue to be performed during a critical situation. Any event that makes it impossible for employees to work in their regular facility could result in the activation of a COOP plan. In the case of a disruption, all lines of businesses (departments) have no implementation with a Paper Based Cloud Solution. Construction and planning files are located sporadically throughout different storage modes, offsite and in separate databases, making it impossible to utilize in an emergency.

The manual OPRA Process detracts from core competencies and increases operational costs while liabilities increase.

City of Trenton (Purchasing Dept.) has a very dedicated and hard-working group of people committed to serving the public. Upon Foveonics' recent audit and after conducting interviews the paper has overwhelmed each office.

Thousands of hours each year are spent throughout City of Trenton (Purchasing Dept.), fulfilling OPRA requests. From locating documents to manual redaction to tracking requests the scope of the problem is growing. Foveonics customers benefit from Open Public Record Software (OPRASync) which complements our Cloud Based EDMS Software. Built-in digital forms, Workflow, redaction, dashboards, and Reports allow our customers to easily assign, track and deliver OPRA's at a fraction of the cost and time it takes manually. OPRASync was engineered because of the feedback from our government agency customers.

CDIA+ Certified Experts Implementation Plan

Cloud Solutions (DocumentSync) (OPRASync) with Backfile Conversion
Integration with lines of Business using API (Public Access)

Our team of Certified Imaging Architects, IT, Production Team, Sales, and Management have collectively spent a significant amount of time analyzing and designing a solution to benefit City of Trenton (Purchasing Dept.) needs. The solution meets and exceeds FEMA and NJ DORES Requirements. City of Trenton (Purchasing Dept.) needs to upgrade its manual process and meet the needs of the public.

retrieval requests of active documents as needed by City of Trenton (Purchasing Dept.) as well as reporting and tracking problems both internally and externally.

Guaranteed Quality Control (QA):

Foveonics will apply its "best practices" quality control processes for this project. Foveonics projects are set for 100% QA. Foveonics exceeds the state requirements set forth for QA procedures. Our QA Analysts for this project have QA'd over 500 million images for local, municipal and State and educational institutions. Our QA Teams' lone responsibility is Quality Assurance which checks for wide array of specifications and ensures a professional product.

Document Scanning & Film Scanning if necessary:

Documents will be scanned on Foveonics' "best of breed" production scanners. Kodak i660s will be used to scan small format paper at 300DPI and Vidar E-size scanners will be used to scan the large format paper at **300DPI**; Fujitsu 5750Cs will be used for any exception scans. All pages will be saved as single-page black and white Group IV TIFF images. **Small format paper will be scanned in duplex mode and blank images will be removed post-scanning.**

Project Organization & Management:

For this project, Robert Risberg, who is the Vice President of Operations and has personally managed over 500 million images and over 200 completed projects, will be the dedicated project manager. Richard Bell will be the alternate project manager, and will also allocate a set of experienced executives, technical, programming, quality assurance, and operations staff that will be responsible for overseeing and carrying out the contract requirements.

Foveonics will use **BaseCamp** processes and rules for all project management from pre-production to production work. **BaseCamp** allows for all communication and daily updates as well as bi-weekly updates as requested. Questions or concerns during any phase of the project can be communicated through **BaseCamp**.

Price/Best Value:

In summary, Foveonics' experience and capacity coupled with the proposed approach for service, quality control, and project management ensure City of Trenton (Purchasing Dept.) will receive the highest level of service, meeting required turn-around time, at the lowest possible cost. Over the last few years, Foveonics has scanned, indexed, and uploaded images for dozens of government agencies.

F: Project Approach

Foveonics will work alongside City of Trenton (Purchasing Dept.) to complete all projects



F.2 Document Preparation

Each document prep employee will prepare the contents of one (1) file before being supplied with another; this will help ensure the security of the documents. During the Small Document preparation process, the following tasks will be performed:

- A unique tracking number will be physically applied to each file and individual drawing for inventory and tracking purposes.
- Books when applicable will be cut...All staples, paperclips, rubber bands, pins, and post-it notes will be removed from the documents, if necessary.
- Forms and continuous-feed-paper will be separated into single pages.
- Documents will be flattened or prepared based on their condition.
- Multi-part forms will be separated and only the highest-quality page will be scanned.
- **Signatures and seals will be made visible using the "charcoal stick" process. If the seal is illegible post-imaging, it is labeled as such, and the original is not destroyed and returned to the County in a separate container marked "Permanent Records."**
- Any materials that cannot be scanned, such as poor-quality files, will be logged with the file folder that the items came from and returned to City of Trenton (Purchasing Dept.) in an organized manner.
- Logs for Document Prep

F.3 Document Scanning

Documents will be scanned on Foveonics' "best of breed" production scanners. All documents will be scanned, duplex, at their original size as black and white Group IV TIFFS, unless otherwise noted. Photographs and images that lose their integrity when scanned in black and white will be scanned in greyscale or color. For any documents that are still illegible, the originals will be returned to the township in a separate container marked "Permanent Record".

Small documents will be scanned on Kodak i660s at a resolution of 300 DPI and saved per folder as one multi-page TIFF. Small format documents will be scanned in duplex mode and blank images will be removed post-scanning.

The Large format documents will be scanned on Vidar Atlas P42 E-size scanners at a resolution of 300 DPI and saved as a black and white single-page TIFF. These large format scanners can scan large drawings consisting of paper, Mylar, cloth, and/or blueprints up to 72" x 38" in size. All large documents that have a signature, initials, or original writing of any kind on the back will also be scanned.

Along with ensuring the quality of the produced images, the Foveonics QA Analysts will perform the following tasks:

- Blank images removed.
- Images are de-skewed and de-speckled as needed.
- Images rotated so that they are oriented in a “read right” fashion, if necessary.
- Quality grades are assigned to each large document scan.
- QA logs kept and will be provided to the County upon completion of the project.
- Foveonics will assign a quality grade to each Large Document scan.

The quality grade is based on the quality of the original and the quality of the scan and will have three gradations that denote:

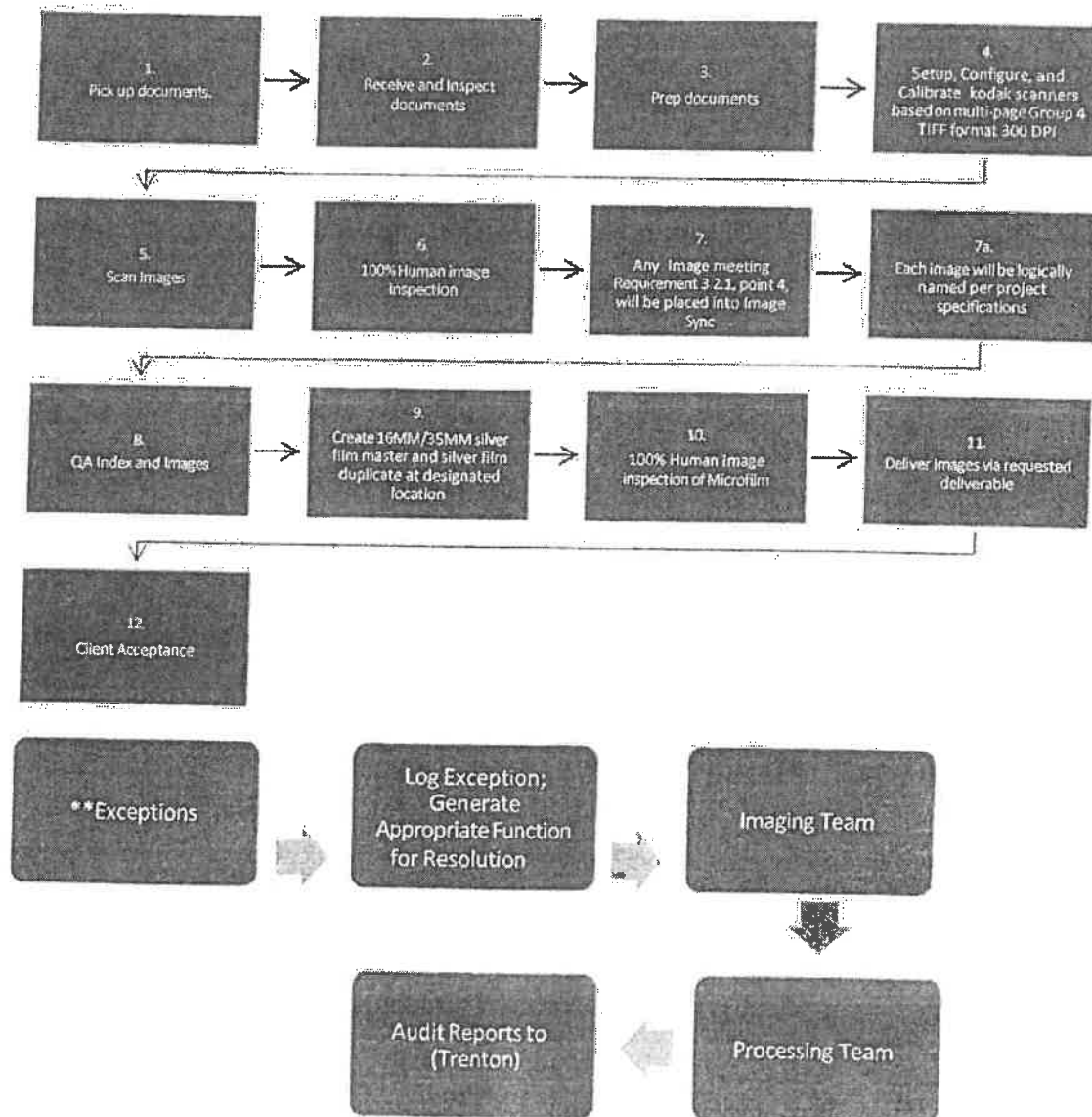
- I. Perfect scan, no data loss or image deterioration.
- II. Good scan, no data lost but some image deterioration.
- III. Poor scan, data loss, and or major image deterioration.

F.6 Indexing/Digital Images/EDMS

Foveonics will utilize the “double keystroke” methodology to ensure the optimal accuracy of the created digital index. Two Foveonics Indexers will keystroke documents. The indexing will be significant to the result of the project. Foveonics’ Indexing Staff have been responsible for over 100 municipality projects and a New Jersey State Contract.

- Construction/Zoning/Community Development
 - Project name
 - Address
 - Block
 - Lot
 - Qualifier
- Additional indexing will be outlined per department when the client is prepared to bring those documents into the system.
- Your designated project manager will confirm indexing criteria with the clerk before the project commences.

Project Approach – Chain of Custody



Things to consider when evaluating a vendor:

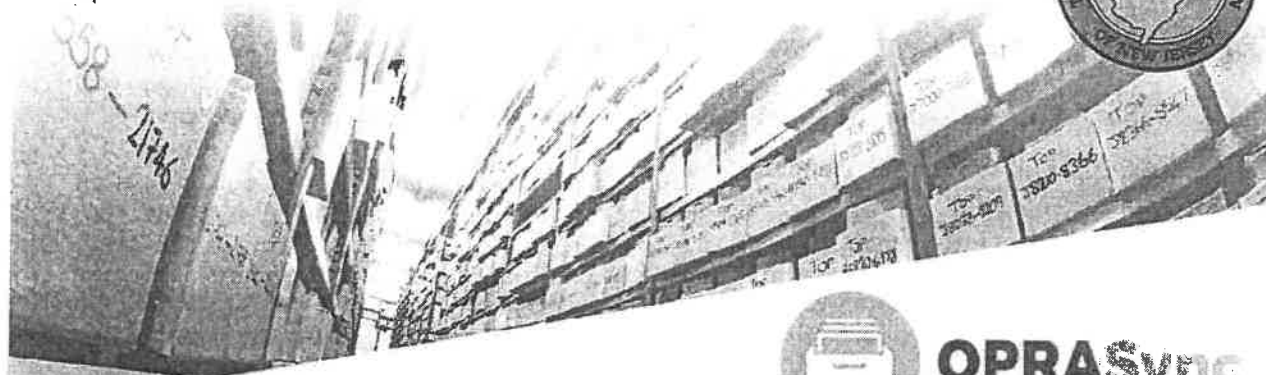
- Experience – Foveonics images more government records than any other vendor in NJ. We have imaged records from the district attorney's office to titles for the NJDMV and just about every county office in the state. We are subject matter experts on municipal records and have designed several software solutions tailored to your sector.
- CT Public Records Policy 05 APPROVAL – Does the Imaging system meet the requirements of the state for registration? If the system is not approved by the state, the records within it are not deemed permanent records, therefore the physical files cannot be destroyed.
- Is the vendor's cloud service FedRAMP certified? Foveonics uses Amazon Web Services which meets all regulatory compliance including Fed RAMP, CJIS, and HIPAA.
- Is the vendor a re-seller of the solution? Foveonics builds the software to each government agency's specifications and because there is no middle man to wait on, our end users get a direct line of contact to responsive, top-notch support, whenever they need it.
- DPI – A measure of the resolution.
 - The state requires a minimum of 200 DPI, Foveonics scans at 300 DPI. This gives you the best resolution possible without slowing the system down.
 - Scanning at 200 DPI would not allow for OCR and would not meet the state standards to register the system.
- Does the vendor use automated indexing for the project?

Foveonics uses the "Double Key" methodology to ensure that the indexing is correct. If the indexing is subpar, it will diminish the value of the database over time.
- Does the vendor have quality assurance protocols in place to ensure each image is of high quality or is that done at the time of scanning?

Foveonics reviews each and every image and does not programmatically delete pages as there could be information that is pertinent to the file. Each page is inspected for Quality Assurance after it is initially scanned.
- Are Seals raised on large format documents?

Foveonics images raised seals on large format documents.
- Does the software include redaction or is there an additional charge for that feature?

Foveonics Software includes redaction as a standard feature for all of our customers and no additional cost.
- Does the software have OCR (Optical Character Recognition, which means the ability to search by keyword)



OPRASync

Foveonics Solution for Public Records Requests

Local government agencies are finding themselves overwhelmed with public records requests. In fact, a typical agency will spend more than 1,000 hours each year meeting open public records requests.*

**6 Ways ECM Can Help Government Overcome Common Challenges* Center for Digital Government, 2015.

Foveonics Automated Solution for Open Public Records Requests makes documents and records easier to access, store and share, freeing up staff to handle other important tasks within the office.

Records requests are increasing each year. While agencies struggle to keep up with these mounting requests, mandated response times still remain in effect. By automating this process and logging every request that enters the office through OPRASync, complete transparency is achieved while also providing better service to the Public and cutting costs for every request.

Automate Open Public Records Requests

- Reduces time spent searching for documents avoiding costly litigation*
- Allows the Public to submit records requests online or via paper*
- Automated process distributes requests by department*
- Each request is tracked and timed making sure response time is met*
- Provides Public with convenient self-service capability*
- Stores packaged responses in a repository for retention purposes and future use*
- Provides integrated redaction feature allowing staff to remove personal information*

DocumentSync Security, Compliance, & Privacy

Foveonics has developed an Electronic Document Management System named DocumentSync. DocumentSync is a cloud-based, full-featured EDMS. Users can securely access their document repositories in the cloud and can search and retrieve documents securely from their PC, laptop, or mobile device. DocumentSync is built on Microsoft web technologies and is designed to be a heterogeneous application that can be accessed using popular web browsers such as Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari. DocumentSync is hosted in Amazon Web Services (AWS) Cloud infrastructure. AWS Cloud provides compliance programs, security policies, data durability, scalability, and redundancy thus ensuring business continuity and disaster recovery preparedness, and 99.9999% guaranteed uptime.

Foveonics provides full business continuity and disaster recovery solutions to our clients. Documents stored within DocumentSync reside in AWS Cloud thus ensuring high availability and business continuity. Foveonics can also provide hot site services for electronic document storage. Additionally, Foveonics can provide several disaster recovery and business continuity copies of scanned documents. After a conversion project is complete Foveonics provides the client with a hard drive of the images and index data. This copy can be used to access files in case cloud-based systems are not available (internet outage, etc.).

Security Practices & Technologies

- I. **Password Policies** - DocumentSync Cloud supports industry-standard password controls, such as password minimum length, complexity, and history.
- II. **Vulnerability scanning** - Foveonics performs a vulnerability scan of backend servers that run in the DocumentSync Cloud hosting environment.
- III. **Penetration testing** - Foveonics engages third-party vendors to conduct external penetration testing of the DocumentSync Cloud system. Intrusion detection - DocumentSync Cloud utilizes host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.
- IV. **Firewalls** - DocumentSync Cloud's firewall configuration settings are regularly reviewed based on industry standards.
- V. **Repository application auditing** - DocumentSync Cloud supports auditing of both access and modification of objects in repositories.
- VI. **Access rights** - Administrators can configure access rights and privileges to limit actions that users can perform across the repository based on role assignments or group memberships.
- VII. **Fine-grained access control** - Administrators can use access rights to limit and control access to individual documents and objects. For example, security tags restrict access to documents on a document-by-document basis.
- VIII. **Repository audit log** - The DocumentSync Cloud repository audit log includes details of user actions, including viewing, modifying, creating, and deleting documents, and similar operations on metadata and other repository objects.

Architecture Security

- I. **Tenant isolation** - DocumentSync Cloud provides tenant isolation by logically segregating customer data between accounts. Customers do not have access to any other customer's data or services.
- II. **Encryption** - DocumentSync uses AES-256 encryption to encrypt customer data. Connections over the Internet to DocumentSync Cloud are encrypted using HTTPS over TLS 1.2 or higher. Requests over unencrypted HTTP will be automatically redirected to the equivalent HTTPS endpoint.
- III. **Business Continuity and Disaster Recovery** - DocumentSync Cloud is hosted in multiple regions. Regions consist of multiple availability zones that are comprised of multiple data centers.

