



June 20, 2016

Project: DMS RFP

Project No.: N/A

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REQUEST FOR PROPOSALS FOR A DOCUMENT MANAGEMENT SYSTEM

Introduction

The City of Cotati (City) invites proposals from firms interested in providing a Document Management system.

Background

The City of Cotati (“City”) in Sonoma County, California, is preparing to acquire a Document Management System (“DMS”) to manage its electronic information, identify business records, and apply retention rules to business records for compliance. The project is being coordinated through the Office of the City Manager.

The City has identified the business and functional requirements to select and configure a DMS. Use of the DMS will include capabilities to:

- Manage electronic work-in-process, including options to automate routing, review and approval of recurring activities (workflow);
- Determine which information has met the threshold of a business record;
- Apply retention requirements to business records, ensure they remain secure and can be disposed of securely;
- For information that will be retained, efficiently ingest existing documents into the DMS from network shared drives, local drives, and via scanning hard copy documents;
- Identify key information about electronic documents (e.g., metadata) to easily save, index and retain documents in the DMS;
- Enable flexible, user-friendly searches of document names, metadata, and content.

Approach

The City’s subject matter experts from five City Departments have identified the specific business and functional requirements for each department, including:

- City Manager, including City Clerk
- Administrative Services
- Community and Economic Development

- Engineering and Public Works
- Police

The following table (Attachment A), prepared with assistance from Kaizen InfoSource, records management consultants, is based on these interviews and forms the basis for this Request for Proposal.

The City currently has a total of 42 employees that could potentially create or access files in the new DMS. Kaizen InfoSource has also created a record retention policy and file management plan for the City which can be provided upon request.

As part of the project, it is the City's desire to export all of the files in the existing SIRE electronic record system into the new DMS. The City currently has a combination of physical files and electronic files, many of which are in their native formats or were scanned without optical character recognition (OCR). The City currently has approximately 400 boxes of files in storage.

As part of the project implementation, the City intends to migrate from the existing Windows file network and begin new document creation, routing, and retention using the DMS. Eventually, the intent is to provide self-service of public records to the general public from the City's website.

Submittal of Proposals/SOQs

The business and functional requirements for the City's DMS is contained in Attachment A. In addition, a sample agreement is enclosed as Attachment B. Please review the entire sample agreement carefully before submitting a proposal. If any significant omissions or ambiguities in the sample agreement come to the City's attention while the sample is under review by interested firms, the City will make a uniform written response to all parties.

Proposals shall include the following:

1. A work program and timetable. The work program, at a minimum, must include migration of existing SIRE records and setting up the DMS with the prescribed record retention schedules, routing, and document management structure, and initial and follow up training. Optional tasks must include migrating existing electronic records in the City's Windows file network and scanning stored physical files into the DMS.
2. A statement of similar work previously performed, including at least three references with name of organization, contact person, and telephone number.
3. A statement of qualifications and a list of personnel to be assigned to the work, including a resume for each, listing education, experience, and expertise in this type of work.
4. A staffing plan that includes estimated hours and personnel devoted to any particular portion or element of the work.
5. A breakdown of estimated hours per task or subtask by job class, and billing schedule (range).

6. Estimated cost for project implementation (minimum and optional tasks), annual software licensing fees, and annual support costs.
7. A list of persons or firms to whom any phase of the work may be subcontracted, including a statement of their qualifications and experience.
8. Any proposed exceptions to the indemnification or other terms of the agreement. Please make comments as specific as possible. If no exceptions are included in the proposal the standard terms will be considered acceptable.
9. Evidence that the firm can meet the City's insurance requirements, including certificates of insurance naming the City, its officers, officials, employees and volunteers as additional insureds for the following insurances:
 - Commercial General Liability including operations, products and completed operations
 - Auto Liability
 - Workers Compensation
 - Employers Liability
 - Errors and Omissions Liability

Completed insurance endorsements for general, auto, errors and omissions liability, and workers compensation (if applicable) will be required if your firm is selected. All endorsements must be on forms acceptable to the City.

Interested firms should submit one copy of their proposal via email and three copies of their proposal by mail or hand delivery at or before 5:30 p.m. Tuesday July 12, 2016. to the attention Tamara Taylor, City Clerk, City of Cotati, 201 West Sierra Avenue, Cotati, California 94931, ttaylor@cotaticity.org.

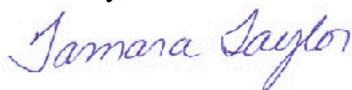
Selection Procedure

Proposals must include all of the information requested in order to be adequately evaluated. Selection will be based on responsiveness to the work requirements, professional qualifications, demonstrated ability to perform the work in accordance with good practices common to the industry, initial and on-going cost, and time required. Final terms of the agreement and contract will be negotiated at a later date.

Contacts

If you have any questions, please contact Tamara Taylor ttaylor@cotaticity.org or 707-665-3622.

Sincerely,



Tamara Taylor, CMC
City Clerk

Attachment A

Document Management System Business and Functional Requirements

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
	Key System Requirements	
001	The Application has multiple methods to import existing documents from existing 3rd party applications, desktops, network drives, file servers and scanners. Import can be done in groups or batches (en masse).	
002	The Application ingests all metadata associated with image(s) and document(s).	
003	The Application provides both a Web browser and a Desktop Client User Interface.	
004	System provides a single interface for the configuration and administration of all major system components (e.g., import processing, document type configuration, index value configuration, workflow, user groups and rights, storage structure, scanning, records management, foldering, scripting, etc.).	
005	The Application provides the ability to store index value sets that can later be used to auto-index documents by entry of only a single primary value. This enables simplified indexing and more flexible retrieval by allowing users to enter a single index value and have all related index values auto-populate.	
006	The Application should provide for index values to be updated or replaced on multiple documents at once without custom programming or scripting. Provide a detailed explanation of how the Application can re-index documents, at a global level, without programming.	
007	The Application offers the full feature set of a cloud-based solution through a web deployable interface (i.e., rich internet application).	
008	The Application offers full support for the Internet Explorer, Google Chrome and Mozilla Firefox, and browsers on the Windows platform as well as full support for the Apple Safari, Chrome and Firefox browsers on the Macintosh platform.	
009	The Application provides a means of purging those individual index fields that are no longer being used (saving database space and optimizing performance).	
010	The database architecture supports multi-vendor platforms, specifically Microsoft SQL and Oracle.	
011	Data will become immediately available for use, both during input and for reporting.	
012	The Application allows for simultaneous development, testing/training, production and disaster recovery environments with no additional licensing fees.	
013	The Application supports multiple application and web servers in a load balanced configuration environment for redundancy.	

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
014	Provide examples of scalability using real customer examples and metrics: <ul style="list-style-type: none"> • Peak number of users in a single instance at one time • Peak number of retrievals per hour • Peak number of documents ingested per day • Peak number of documents stored in the DMS repository 	
015	System utilizes a file storage system to store documents, as opposed to storing directly into the database.	
016	System utilizes one application server to support all the system processes (i.e., remote scanning, workflow processes, notifications, etc.). Additionally, these processes can be offloaded to different application servers to support customer scalability needs. Describe how the Application handles this and what the expected cost for this configuration would be.	
017	The Application allows navigational security, with multiple layers of user definable security to limit access at department, user, system, function, and file levels.	
018	Role based security model includes ability to establish exceptions. Additionally, access can be limited to "read only" at the user level.	
019	The Application has the ability to classify documents with metadata to make them easier to search and retrieve in the future.	
020	The number of metatags and document types should be limitable.	
021	The Application ensures a mandatory amount of metadata is captured for each document or record in the library. As new documents are added, the user is prompted to classify the file using required metadata fields as defined by the controlled vocabulary, menus, and text fields.	
022	The Application provides point-and-click configuration for index values, with multiple pre-configured formats (e.g., date: dd/mm/yyyy, month/dd/yy, mm-dd-yy).	
023	The Application has the ability to process e-forms and automatically extract metadata values.	
024	The Application has the ability to automatically tag documents (add/inherit metadata) by dragging the documents into a folder. <i>This feature is called 'Matter Centric' filing in the legal industry.</i>	
025	The Application has the ability to reassign document ownership without programming when users transfer between unrelated departments and their user access requirements change.	
026	Can restrict ability to add new folders to file plan based upon user role or other designated criteria.	
027	The Application natively provides use of a simplified file plan and retention management at the file plan level. If done in conjunction with third-party solution, describe cost of the application and the integration services required.	
028	The Application provides the ability to execute separate and distinct document retrievals from sections/fields on the screen.	

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029	<p>Beyond retrieval, the Application allows for other functions to be performed, non-programmatically (i.e., point-and-click configurable), within the business application.</p> <p>This includes the ability to execute ALL of the following functions from a single screen:</p> <ul style="list-style-type: none"> • Index stored documents using data on the business application screen • Present user with a workflow step in context with the business application screen • Launch a complete set of related documents presented in a tabbed folder view • Launch scanning interface to perform ad hoc capture related to the account/record • Create a scanning cover sheet with bar codes using data from the business application screen • Retrieve documents based on a custom query from the business application screen • Index captured documents using data from more than one screen within more than one business application • Launch and complete an electronic form to track an event or start a workflow process • Create a form letter, based on a Microsoft Word template, using data on the business application screen 	
030	The Application has the ability to automatically increase the version number of the document upon check in. Previous versions of documents are maintained by the system in the event that a rollback is required.	
031	The Application provides ability to manage multiple versions of the same document during creation.	
032	The Application provides check in / check out ability preventing documents from being overwritten or deleted as documents are updated. The Application librarian can review the status of all documents checked out and check a document back in on behalf of another user.	
033	The Application can store virtually any kind of document in its native file format.	
034	<p>The Application allows the archiving of documents to various media, including:</p> <ul style="list-style-type: none"> • Windows file servers, to allow the leveraging of Share and NTFS permissions • Linux file servers • Unix file servers • Integrate with third party network management systems (list those that are compatible) • CD, DVD or Blu-ray 	
035	The Application provides ability to manage and maintain metadata, or purge metadata once record has met retention and is removed from the repository.	
036	The Application provides the ability to auto-import camera images and media files directly from a connected device.	

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037	The Application is capable of importing video and audio content files and launching appropriate media viewers for retrieval.	
038	The Application provides the ability to import images, video, and indexes provided by an external vendor and for import into The Application.	
039	The Application provides ability to integrate with other devices (fax, MFP) as a means of ingesting documents into the system.	
040	Ability to capture, store, retrieve, and reproduce irregular-sized (e.g., larger than 8 ½ x 11) documents.	
041	The Applications can send secured links to documents directly to team members, partners, suppliers, or customers. File security is maintained as only authorized users can retrieve the file by using the link.	
042	The Application stores documents in their original, native file formats, not in a proprietary format, so that we are not forced to use your software to access our data.	
043	The Application has approval based publishing so that when the first version of a given document is added all files of that type must be approved before becoming publicly available.	
044	The Application provides a configurable dashboard component to create and manage personalized interfaces that present end users with real-time access to priority content and tasks (e.g., workflow status report, commonly used document searches).	
045	Users may retrieve copies of records but not the original records themselves.	
046	The Application allows ability to delete one or multiple versions once the final version has been set to “read only”, or “Record” status.	
047	Documents accidentally deleted by users (with delete permissions) can be quickly recovered by Library Administrators.	
048	The Applications has the ability to create and print specialized document and version control numbers on engineering documents.	
049	The Application records a detailed permanent audit log/trail of all actions performed on a document including user and time stamp.	
050	Describe what is natively tracked in your out-of-the-box audit log/trail.	
051	The Application allows an administrator to create custom audit log entries tied to workflow progress for the purpose of generating business process reports.	
052	Application allows a system administrator to perform an ad hoc audit on system-related activities from within the client (e.g., identification of all documents accessed by a recently released employee).	
053	The Application is capable of exporting documents out of a demo system and importing into a production system.	
054	The Application should contain an export tool for massive exporting of content in a non-proprietary format. This should supply both the document and the index values.	
055	The Application is a highly available, scalable, redundant platform on which to support a library containing millions of files and documents.	
056	All Administrative functionality can be accessed remotely using a Web browser over the Internet, as well as via SSL and VPN support to further secure remote user and administrator access.	

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057	The network operating system under which the Content Management System runs must be Windows 2008 server based or higher.	
058	N/A	
059	The Application Desktop Interface client must be fully certified with Windows XP Professional or higher in a managed environment.	
060	Allows for enterprise licensing model.	
061	Allows for concurrent user licensing.	
062	Allows for named user licensing.	
063	The Application must have a tool that checks server configuration and health settings to ensure the document repository is running properly and without errors.	
User Experience		
064	Users can easily navigate and perform their primary job tasks with little-to-no training and with intuitive ribbon-style toolbars, tabs, and easy access features that are based on the familiar look and feel of Microsoft Office products.	
065	The Application provides the ability to personalize user preferences, the views, alerts, workflow preferences and others.	
066	The Application displays all of the associated information about a document right alongside the image itself – displaying index values, notes, related documents, revisions, discussion threads, and document history.	
067	The Application provides ability to display the document being indexed in a preview pane during the indexing process.	
068	The Application has document-to-document (relational) linking to allow users to bundle files into logical groups and integrate viewing capability to display all linked files on-screen. User can point and click on the linked file and the system will take user to that record set.	
069	Users can subscribe to be notified of edits / changes / version updates to files or changes to folders they are watching.	
070	When an existing file is updated or a file is added to a folder, the user receives email notification that the change has occurred, who has changed it, and a secure link to directly access the document.	
071	Users can set alerts and reminders on documents that need attention in the future. (i.e. contract renewals)	
072	The Application allows users to combine and aggregate files into their own personal "virtual" folders. For example, a Project Manager might have a folder for project documentation, project legal contract documents, invoices, design documentation and emails from their customer all in one "virtual" folder, even though each individual piece of information is stored in various locations throughout the library.	
073	The Application has the ability to create bookmarks to documents frequently accessed such as a "My Favorite" list.	
074	Client enables users to play, stop, and pause multimedia files (audio/video) with the native viewer.	
Searching		

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
075	The Application offers a Web based and Desktop Client Interface search and retrieval client.	
076	The search capability can search the metadata associated with the document as well as the actual content of the document.	
077	The search capability has the ability to extract and search the content from file types including PDF, Microsoft Office, Zip, video and many more.	
078	Accommodates Full Text OCR to search for and retrieve files.	
079	The search capability can be quickly restricted to a specific area of the library (e.g. Cabinet or Folder).	
080	Information search must return results within 3 seconds 95% of the time. Searches must return results within 5 seconds 100% of the time.	
081	The full text search capabilities supports Fuzzy, Synonym, Phonic,	
082	The Application can export search results and import them into an analysis tool, such as Excel.	
083	Users can only search for and find (retrieve) find documents they are authorized to access.	
084	The Application has the ability to save searches for re-use.	
085	Must be able to perform queries from 3rd party systems to retrieve documents from The Application.	
086	For textual and numeric fields, the retrieval software should permit index searches based on exact or partial matches of specified field values.	
087	For numeric fields, the retrieval software should permit index searches based on ranges of field values specified by the following relational expressions: greater than, less than, greater than or equal to, and less than or equal to.	
088	Ability to retrieve documents by document title, classification, type, address, customer name, number, or any other user-defined index value.	
089	When doing a search on a significant portion of the database, The Application will display all file names that the search identified. User can point-and-click on any file(s) displayed to retrieve.	
090	Provides ability for a user to filter a broad search result list by one or more index values.	
091	Users should be able to see the various lines and pages where the search word appears, before deciding to view the image.	
092	Accommodates "Full Text Indexing" (i.e., OCR) to search for and retrieve files.	
093	Ability to retrieve documents using multiple index words, numbers, dates, etc., simultaneously.	
094	Accommodates Boolean (True, False) logic to assist searches.	
	Records Management	
095	Records management functionality provided by the Application is native without requiring integration with a third-party or external RIM tool.	
096	The Application allows ability to lock-down a document as "read only", or declare as "Record" status once the document is complete.	
097	The Application provides the ability for documents to be automatically declared as records without any user interaction.	

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
098	User with appropriate administrative rights can "undeclare" a previously locked down record, making it editable again.	
099	The Application provides the ability to place a hold (or multiple holds) on a record, as in the case of an audit or legal discovery.	
100	Ability to assign retention to specific content types that must be assigned to every ingestible document or physical item.	
101	Ability to provide a holistic view of both digitally-stored content and physically- stored content in a single search results list.	
102	The Application has the ability to track the location of hardcopy paper documents and physical records. Physical documents can be located via search.	
103	Ability to utilize the Application to track retention of items in outside repositories.	
104	The Application has the ability to "check in" and "check out" both electronic document and physical records.	
105	Retention policies for converting to a record, archiving and deletion can be set on a document type and done automatically based on a determined date.	
106	The Application provides disposition processing such that approvals can be assigned and notifications sent to approvers.	
107	The Application provides a variety of destruction options, including the ability to keep both index values and files permanently, keep only index values, or purge both index values and files with or without a history log (certificate of destruction).	
108	Describe how the Application manages the removal of an item from the repository (unrecoverable overwrite, stubbing, etc.)	
Workflow		
109	The Application supports, out-of-the-box, the graphical design of workflows with a Business Process Model and Notation (BPMN) compliant designer.	
110	Users can quickly create staging and collaboration areas for documents as they are being worked on. Once reviewed and approved, documents can be moved or linked to publishing folders for wider spread distribution.	
111	The Application provides for customized instructions to be displayed within the workflow application, directing the end user on what functionality they can or should execute.	
112	The Application provides configurable workflow business rule templates.	
113	Describe available templates and what parameters are available.	
114	The Application provides a document review and approval workflow for documents needing to pass through several authors, reviewers and approvers before being ready for general distribution. The review process can be triggered directly from Microsoft Office applications.	
115	The Document Approval workflow allows documents to be sent to one or many users for sign off. Approvers are able to approve (or reject) the document providing comments and feedback where required. A sign-off top sheet for each document version is maintained so users can see who approved or rejected the document and the feedback they provided.	

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
116	Individual document versions can be restricted from broader circulation until they have been approved by appropriate parties.	
117	When required, the Application provides ability for the workflow process to interact directly with defined Web services, allowing external data received to be used as part of a workflow process (i.e., confirm a delivery date from a website such as ups.com). This is to be accomplished out-of-the-box with point-and-click configuration.	
118	Provides the ability to delegate review and/or approve tasks and signing authority to other users for individual tasks or for all tasks over a given time period.	
119	The Application allows specific users to act as observers of review or approval workflows. Observers can track the progress of documents as they proceed through the workflow and view any comments and feedback as its provided.	
120	Users participating in review or approval workflows are provided with a personalized task list for all tasks assigned to them. Users can see at a glance their tasks, a description of the work to be done, who assigned the task and it needs to be completed.	
121	<p>The Application provides preconfigured workflow reports that detail processing information such as:</p> <ul style="list-style-type: none"> • Average Time to Process Document • Daily Workflow Usage • Document Process Time per Workflow Queue • Documents Processed per Queue • Documents Resident per Queue • High or Low Document Processing Identification • Queue Processing Time per User <p>Please describe the available report(s).</p>	
122	Users can easily access the Application to perform workflow activities using a standard web browser such as Internet Explorer, Chrome, Apple Safari and Mozilla Firefox.	
123	<p>The Application allows documents to be added to a workflow in several different ways, including:</p> <ul style="list-style-type: none"> • Scanning • Electronic forms processing • Document import processing • API • E-mail interface • Drag and drop from a business application screen • Adding documents already stored within the Application’s repository to a workflow process at a specific point-in-time 	
124	The Application provides the ability to perform parallel processing by automatically routing a single document through multiple business processes simultaneously and allowing multiple users to access and work on the same document.	
125	Workflow features integrate through Microsoft Outlook email.	
126	Workflow has automatic event notification via email.	
127	Workflow has routing protocols.	

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
128	Workflow allows users to define conditions.	
129	Work flow must provide support for ad hoc and rules based work flows.	
130	Workflow can be automated for a specific document type and workflow template.	
131	Workflow creates an audit trail.	
132	Upon execution of a task within a workflow process, the Application provides the ability to automatically present a prompt requesting additional information for downstream processing (i.e., hiring manager determines a candidate as a "no fit" for a given position and is prompted for feedback on candidate's positioning for a role elsewhere in the organization). This is to be accomplished out-of-the-box with point-and-click configuration.	
133	Workflow tasks can be posted to and viewed in a Calendar.	
134	Allows user involvement during the process instances, e.g., enactment of a process on-line, to re-assign work tasks, re-prioritize tasks, and monitor audit trail.	
Document Editing & Viewer Functionality		
135	The Applications can "redact" documents. That is to black out sensitive information in a document and password protect it so that it cannot be seen. (an example might be driver license numbers)	
136	The Application will allow users to look at CAD files without having CAD software installed. Certain engineering functionality like measure and magnify should be available.	
137	The Application will allow user to do: Mark up, Annotation, and make Sticky Notes on documents without having to open them in native software. These notes can be saved but do not impact the original documents.	
138	The Application will allow users to look at documents without having the native software installed. For example, a user may have old "Word Perfect" files that could be looked at using the software viewers	
139	The Application provides ability to stamp a specific revision of a document as a version, limiting which revisions of a document a certain user can see.	
140	The Application must support and store multiple layers of annotations separately.	
141	Ability to print out annotations on images at user's option.	
142	The ability to view multiple pages of a file or multiple files on screen at the same time.	
143	Ability to manipulate image displays by scaling, magnifying, or panning.	
Integration, Customization and Reporting		
144	Vendor will provide a high-level document describing API and Web Service feature set.	
	Application allows for single sign on for web-users. The City integrates multiple third party applications on the City website which shall allow users to create a single log-in credential to access this Application and other third party applications.	

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145	The Application integrates with Microsoft SharePoint as a web part to give users the best of all worlds, portals, wikis, collaboration and structured Content Management	
146	The Application synchronizes users or groups from objects in Active Directory, LDAP or NT Domain directory servers. Once integrated, both users and groups can then be assigned to functional roles.	
147	The Applications has an industry standard and well documented API that allows integration with third party applications, such as GIS and CAD software.	
148	From a data-centric business application, based on account/record information presented on the screen, the Application allows users to retrieve stored documents without custom programming, API programming, scripting, or modifications to the existing application.	
149	The Application is fully integrated with Microsoft Office applications (Word, Excel, PowerPoint, OneNote, Visio).	
150	The Application is fully integrated with all versions of Microsoft Office Outlook from 2010 forward, including hosted exchange and Office 365 environments, including direct import into repository via Drag-n-Drop, Tag-Upload, etc.	
151	The Application uses SQL reporting services to generate an infinite array of reports.	
152	The Application's reporting tool directly integrates with Microsoft Excel, allowing users to build reports natively in Excel utilizing the DMS solution attributes.	
153	The Application interfaces with a network facsimile system.	
154	The Application produces reports utilizing custom transactions (i.e., approval time stamps added by a specific user during a transaction).	
155	Non-programmatic configuration enables your system to be auto-aware of any business application that is integrated for document retrievals (meaning a user does not have to manually declare the business system in which they are working).	
156	The Application provides http url requests to retrieve documents, present workflow interfaces, and present a folder interface in lieu of custom programming.	
157	Beyond image enabling, the Application brokers bi-directional data and document communication between your system and multiple third-party applications (e.g., posting invoice data from a capture process to the invoice entry in Lawson, SAP, or Oracle).	
158	The software interfaces a virtual printer to allow importing of documents from any Windows based application with the print function.	
159	The Application allows for the expansion of document repositories while remaining seamless to the user.	
160	The Application can be rebranded.	
161	The Application can be customized so that appearance resembles that of an organization's own look and feel.	
162	The Application has a "portal" in which casual users can access specially designated information in the library without having the need to login.	

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
163	<p>The Application has the ability to integrate with specific enterprise applications such as:</p> <ul style="list-style-type: none"> • Accela Legislative Management Suite • Microsoft Office Suite • Microsoft Outlook • Microsoft SharePoint • Tyler Technologies InCode • City’s website (application provider to be determine shortly) 	
164	The Application can take documents and file them into appropriate folders based on predefined values in customized scripts.	
Document Scanning		
165	The Application has simple Integration with 3rd party scanning and imaging software to import basic scanned documents.	
166	The Application supports both simple and complex scanning, including allowing for separation of image and PDF file types.	
167	The Application supports advanced scanning features such as: image enhancement, OCR, viewing, annotation, printing, and storing images for both black-and-white and color pages, barcode and patch code recognition for automatic document separation when processing large numbers of documents.	
168	The software is configurable to watch for files created by the scanning process and streamline the indexing and addition of scanned files to the library.	
169	The Application should provide options to QA image quality and/or index accuracy. It should also provide a simple image re-scan process that automatically replaces the poor images with the newly-scanned images.	
170	Provide compatibility with desktop and production scanners.	
171	Capability to run multiple scanners concurrently with multiple PCs, all networked into a common imaging server.	
172	Capability to do batch scanning and indexing.	
173	Ability to employ OCR technology at scan time to populate index values from a full page OCR scan.	
Email		
174	The Application allows drag-and-drop import of messages into the system using e-mail client folders in order to automate the classification and indexing of e-mails and attachments (e.g., a user could create a folder for purchase orders, one for invoices, another for resumes, etc.).	
175	The Application allows e-mails and attachments to be automatically imported and fully indexed into the system without any user intervention or data entry.	
176	The Application allows to attach documents directly to outgoing e-mail using Microsoft Outlook.	
177	The Application provides an e-mail archive that offers the ability to assign time-based retention to e-mails with the ability to put an e-mail or group of e-mails “on hold,” preventing automatic destruction.	

ITEM	DOCUMENT MANAGEMENT SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS	FOLLOW UP, DETAILED COMMENTS
178	The Application supports single instance storage of both e-mail and attachments. For example, e-mails and attachments are only stored once in the e-mail archive, with the sender and all recipients pointing to one record/file.	
179	The Application provides the ability for users to access an e-mail in the archive directly from their client.	
180	The Application provides the ability to search on e-mail index values and/or perform a full-text search on e-mail and attachment content.	
Forms Management & Electronic Signatures		
181	The Application supports the use of electronic forms natively without requiring the purchase of any proprietary forms software.	
182	The Application maintains revision control on electronic forms to offer flexibility to display forms in their submitted state or with a new layout, allowing business processes to advance.	
183	<p>The Application's electronic forms offering will be architected in a way to interact with other parts of the DMS repository including:</p> <ul style="list-style-type: none"> • Document import capture • Web (online form submission) • Web portal and SharePoint (form creation / submission through portal) • Index value design and structure • Cross-referencing • Notes/annotations • Workflow (form auto-triggers a workflow process) • E-mail (form viewed as attachment) 	
184	In addition to native electronic forms solution, the Application will provide for integrations with popular forms software like Microsoft InfoPath and Adobe LiveCycle to allow users to complete forms created with these products and processes them directly into the system repository.	
185	Includes electronic signature capabilities.	
186	Electronic signature management - support for inserting signatures and managing records content and access	

Attachment B
Draft Agreement

**CITY OF COTATI
STANDARD
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20__ (“Effective Date”), by and between the City of Cotati, a municipal corporation (“City”) and _____ (“Consultant”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein (“Services”).
2. **Compensation.**
 - A. For the full performance of the Services described in Exhibit A hereto City shall compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant’s Services Rate Schedule included as the last page of Exhibit A; provided, however, that total compensation for the full performance by Consultant of all Services under all Task Orders shall not exceed _____ dollars (\$_____), said amount being referred to herein as the “not-to-exceed” amount.
 - B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified in Paragraph A, above, without prior written authorization of the City Manager.
 - D. City’s obligation to pay compensation to Consultant as provided herein is contingent upon Consultant’s performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Notwithstanding any other provision herein, Consultant shall not be paid any compensation until Consultant has complied with the City's Business Registration Ordinance.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on _____, unless sooner terminated in accordance with Section 4. Upon

termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
9. **Inspection.** Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.

11. **Confidentiality.** In the course of providing services for City, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subconsultant or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement.
13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of Consultant's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** Consultant shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subconsultants.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of the City. Any such subconsultants shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
17. **Business Registration.** Consultant shall file a Business License Application as required by the City. The Administrative Services Department shall provide the Consultant with the required form. Consultant shall complete and file the form with the City and shall pay the business license fee before any payment for Services under this Agreement is rendered.
18. **Statement of Economic Interests.** The City may determine that the Consultant must file a Form 700, Statement of Economic Interests, as required by the City's Conflict of Interest Code. If such is the case, the City Clerk's office will provide the Consultant with form and Consultant shall file form with the City Clerk's office. Said filing shall include an Assuming Office Statement within thirty (30) days of execution of this contract, annual statements on or before

April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.

19. **Internal Revenue Service Form W-9.** Consultant must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by the City to comply with regulations of the United States Department of the Treasury. If such is the case, the Administrative Services Department shall provide the Consultant with the required form. Consultant shall complete and file the form with the City before any payment for Services under this Agreement is rendered.

20. **Compliance With All Laws.** Consultant and any subconsultants shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder shall constitute a breach of contract.

Such laws include, but are not limited to, the California Prevailing Wage Law, California Labor Code section 1720 et seq. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of section 1720(a)(1) of the California Labor Code. Therefore, the services described in Exhibit A shall be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all applicable requirements contained in Exhibit B, which is attached to and made a part of this Agreement. To the extent that any other government agency or entity provides compensation for any services, consultant shall comply with all rules and regulations applicable to such fiscal assistance."

21. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

22. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- A. Personal delivery, in which case notice is effective upon delivery;
- B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

25. **Indemnification.** To the fullest extent allowed by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

If any term of portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

This obligation to defend and indemnify City set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination or completion of this Agreement or this section or final payment to the fullest extent and duration allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

26. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employers Liability: \$1,000,000 per accident for bodily injury or disease
4. Workers' Compensation, Statutory Limits: \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions liability: \$1,000,000 per occurrence or claim as approved by the City's Administrative Services Director.

C. No Coverage Limitations or Restrictions. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the aforementioned specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insureds (defined below). Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

- D. Deductibles and Self-Insured Retentions (“SIR”). All deductibles or SIR must be declared to and approved by the City and shall not reduce the limits of liability. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to so exercise later.
- E. Other Insurance Provisions. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, its officers, officials, employees and volunteers (“Additional Insureds”) are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
 2. The Additional Insured coverage under Consultant’s policy shall be “primary and non-contributory” and will not seek contribution from the City’s insurance or self-insurance, and shall be at least as broad as CG 20 01 04 13.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 4. The Workers’ Compensation endorsement shall contain a Waiver of Subrogation against the City. The Consultant shall provide to the City an endorsement from the Worker’s Compensation insurer, if any, agreeing to waive all rights of subrogation against the City for injuries to employees of the Insured resulting from work for the City or use of the City’s premises or facilities.
 5. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City’s own insurance or self-insurance shall be called upon to protect City as a named insured.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

- G. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- H. Subconsultants. Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this Agreement, including the indemnity and insurance requirements to the extent they apply to the scope of a subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultants shall further agree to include these same provisions with any sub-subconsultant. A copy of these indemnity and insurance provisions will be furnished by Consultant to a subconsultant on request. Consultant shall require all subconsultants to provide a valid certificate of insurance and the required endorsements included in their agreement prior to commencement of any work and Consultant shall provide proof of compliance to City.
27. Amendment. This Agreement may be amended only by a written instrument executed by both Parties.
28. Litigation. If litigation ensues between City and a third-party which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.
29. Construction. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
30. Governing Law; Venue. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Cotati. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
31. Non-Waiver. The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
32. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
33. No Third Party Beneficiaries. The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.

34. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
35. **Consultant's Books and Records.**
- A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
 - B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Cotati City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by the City. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.
36. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
37. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
38. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month and year first above written.

For City of Cotati:

For Consultant:

City Manager

Name:

Title:

Taxpayer I.D. No.: _____

Recommended for Approval:

Director of Administrative Services

Recommended for Approval:

Department Director

Approved As to Form:

City Attorney

SAMPLE

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE

SAMPLE