



REQUEST FOR PROPOSALS FOR ELECTRONIC DOCUMENT MANAGEMENT SYSTEM: DESIGN AND IMPLEMENTATION

Issue Date: Friday, June 19, 2009

Due Date: Friday, July 31, 2009

I. PROPOSAL DESCRIPTION AND OBJECTIVE

The Local Agency Formation Commission (LAFCO) of Santa Clara County is seeking proposals from qualified firms to design and implement an electronic document management system for a Microsoft Windows environment, hereinafter referred to as the "project." The scope of the project includes the:

- Software and scanning device for electronic document management system.
- Set-up and maintenance of the system and the software.
- Training for all associated software and equipment necessary to support the system.
- Scanning and indexing services for backfile conversion.

The underlying objective of the project is to allow LAFCO to efficiently scan, import, and save documents into a central repository. The electronic document management system should include the ability to store, index, search, retrieve, and distribute documents. The electronic document management system should also be user-friendly while providing an appropriate level of security to protect against unauthorized use. Additionally, the electronic document management system should have the ability to transmit and archive data on compact discs. Lastly, the electronic document management system should allow for future integration with current technologies (e.g. Geographic Information Systems and access via the web) and should be able to grow with LAFCO to encompass more advanced document management concepts, including work flow management, and other emerging technologies.

II. BACKGROUND

LAFCO of Santa Clara County is a state mandated local agency with regulatory and planning responsibilities to coordinate the formation and development of local governmental agencies and services. LAFCO's regulatory duties include managing jurisdictional boundaries by approving or disapproving proposals involving the formation, expansion, or dissolution of cities and special districts. LAFCO also conducts studies to evaluate the level and range of local governmental services to inform and direct its regulatory duties.

LAFCO annually generates and receives a considerable amount of documentation relating to its regulatory and planning responsibilities. This includes certificates and resolutions

confirming governmental boundary changes, which must be retained in perpetuity for legal purposes. Additional documents, such as studies and staff reports, must also be retained for historical records. It has been the practice of LAFCO to retain documents in their original paper form in onsite and offsite storage facilities.

An electronic document management system will allow LAFCO to:

- Preserve and archive LAFCO records, many of which are in deteriorating condition and/or are one of a kind.
- Efficiently search through the ever increasing amount of LAFCO records, and retrieve the appropriate record(s).
- Quickly and efficiently recover these records in the event of a disaster.
- Efficiently and safely store these documents given the space limitations of the LAFCO Office.

III. BUDGET AND SCHEDULE

LAFCO has budgeted up to \$40,000 in Fiscal Year 2009-2010 for the project. LAFCO would like to complete the project by the end of the fiscal year, June 30, 2010. The final project cost and schedule will be negotiated with the selected firm.

IV. PROPOSAL REQUIREMENTS

The proposal should address the content sections presented below. Information should be as concise as possible. Any supporting materials included with the proposal should be directly related to one of the content sections.

- **Firm Description and Summary of Qualifications**
Provide a description of the firm, including type of business, years in business, and office location(s). Identify the key staff members that would be assigned to the project. Summarize the firm's qualifications to design and implement an electronic document management system.
- **Related Work Experience and References**
Provide a summary of the firm's previous work experience in designing and implementing an electronic document management system, particularly in a Microsoft Windows environment. Provide a list of at least three (3) client references. The reference list must include the client name, location, and contact person with telephone number.
- **Proposed Scope of Services**
Provide a proposed scope of services for the design and implementation of the electronic document management system. The proposed scope of services should divide the project into major tasks. Please specify server and operating system requirements.

- **Proposed Cost**

Identify a proposed not-to-exceed cost to complete the project. The proposed cost of the project should itemize each major task or product. All hourly rates and fees should be clearly stated. Please identify additional post-project costs as appropriate, including annual licensing fees and technical support services.

In addition, please identify costs separately for potential future add-ons such as access via the web and integration with ArcGIS.

- **Proposed Schedule**

Identify an overall project schedule, including the timing of major work tasks.

V. SUBMISSION OF PROPOSALS

Please deliver five copies of your proposal with a cover letter that includes the following:

- The letter must be signed by an individual who is authorized to bind the firm to a contract.
- The statement that the proposal is valid for 90 days from the due date of the proposal.
- The name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process.
- The letter must also include a statement acknowledging the firm has reviewed and accepted LAFCO's sample professional services agreement (Attachment A) with or without qualifications. If qualifications are involved, those items requiring adjustments must be identified along with suggested changes.

Proposals must be received in the LAFCO Office by **5 p.m. on Friday, July 31, 2009**. Any proposal received after this date and time will not be considered.

Please address your proposal to:

Neelima Palacherla, Executive Officer
LAFCO of Santa Clara County
70 West Hedding Street, 11th Floor, East Wing
San Jose, California 95110

Note: If delivery is to be in person, please first call the LAFCO Office (408-299-5148 or 408-299-6415) to arrange a delivery time.

VI. EVALUATION CRITERIA

- (a) The professional and technical competence and related experience of the firm, in organizing and completing similar projects.
- (b) The proposed project approach and completeness of the proposal in addressing each of the requirements and objectives listed in the request for proposal.
- (c) The schedule and project completion date.

- (d) The cost to perform the requested services.
- (e) Reference checks.

VII. INTERVIEW AND SELECTION PROCESS

The proposals will be reviewed upon receipt and the most qualified firms will be requested to interview with an ad-hoc committee in August 2009. Based on the criteria above and the interview, the committee will determine which proposal best meets the needs of LAFCO and LAFCO will negotiate a final scope of services along with price and schedule with the selected firm. It is anticipated that the selected firm will begin the project immediately after the contract is finalized.

LAFCO reserves the right to reject any or all proposals, to issue addenda to the RFP, to modify the RFP or to cancel the RFP.

VIII. INFORMATION AND QUESTIONS

For further information, please contact Neelima Palacherla, Executive Officer, at (408) 299-5127. Consultants may submit questions seeking clarification or additional information regarding this RFP. Questions may be submitted by e-mail and directed to Neelima Palacherla at neelima.palacherla@ceo.sccgov.org. All questions must be received no later than 5:00 P.M. on Wednesday, July 8, 2009. Responses will be sent to all firms on the RFP circulation list and posted on the LAFCO website no later than 5:00 P.M. on Wednesday, July 15, 2009.

IX. ATTACHMENT

1. Draft Professional Service Agreement and insurance obligations.

X. REFERENCE INFORMATION

For general information about LAFCO of Santa Clara County, refer to its website: www.santaclara.lafco.ca.gov.

**SERVICES AGREEMENT BETWEEN
 THE LOCAL AGENCY FORMATION COMMISSION
 OF SANTA CLARA COUNTY AND _____
 FOR DESIGN AND IMPLEMENTATION OF AN ELECTRONIC DOCUMENT
 MANAGEMENT SYSTEM**

This Agreement ("Agreement") is made effective _____, 2009, by and between the Local Agency Formation Commission of Santa Clara County ("LAFCO") and _____ ("Contractor") to provide consulting services for the design and implementation of an electronic document management system.

WHEREAS, pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq., LAFCO is an independent body; and

WHEREAS, LAFCO needs assistance with the design and implementation of a electronic document management system; and

WHEREAS, Contractor has experience and expertise necessary to provide such services; and

WHEREAS, at the June 3, 2009 meeting of LAFCO, the Commission delegated authority to the LAFCO Executive Officer to execute an agreement with the most qualified consultant for design and implementation of electronic document management system;

THEREFORE, the parties agree as follows:

1. Nature of Services.

Contractor will provide to LAFCO the services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference.

2. Term of Agreement.

This Agreement is effective from the date of final execution, to and including _____, unless terminated earlier in accordance with Section 4.

3. Compensation.

A. Contractor will be compensated for services provided under this Agreement in accordance with the Rate Schedule included in Exhibit A2. Contractor will complete all the work and tasks described in Exhibit A for an amount not to exceed _____. The contractor shall be paid based on the rate schedule indicated in Exhibit A2, but compensation and expenses shall not exceed the maximum compensation stated herein.

B. Contractor will provide LAFCO with monthly invoices which shall be accompanied by a detailed summary of activities undertaken over the course of the

preceding month.

4. Termination.

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.

B. Termination for Cause. LAFCO may terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of LAFCO pursuant to Section 13, or (d) failure to provide services in a satisfactory manner. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination, Contractor will deliver to LAFCO copies of all reports and other work performed by Contractor under this Agreement whether complete or incomplete, and upon receipt thereof, Contractor will be compensated based on the completion of services provided, as solely and reasonably determined by LAFCO.

5. Project Managers; Substitution

A. Contractor designates _____ as the Contractor's Project Manager for the purpose of performing the services under this Agreement. _____ will serve as day-to-day contact for LAFCO and work directly with staff.

B. LAFCO designates the LAFCO Executive Officer as its Project Manager for the purpose of managing the services performed under this Agreement.

C. Contractor may not substitute anyone other than _____ to serve as Project Manager without the written permission of the LAFCO Executive Officer or her authorized representative. Any such substitution shall be with a person or firm of commensurate experience and knowledge necessary for the tasks to be undertaken.

6. Conflicts of Interest.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

7. Indemnification/Insurance.

Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

8. Compliance with all Laws.

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

9. Maintenance of Records.

Contractor shall maintain financial records adequate to show that LAFCO funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

10. Nondiscrimination.

Contractor will comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

11. Notices.

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

To Contractor: _____

To LAFCO: LAFCO Executive Officer
70 West Hedding Street, 11th Floor
San Jose, CA 95110

12. Governing Law.

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Venue shall be in Santa Clara County.

13. Assignment.

Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor's personnel. Contractor may not assign this Agreement or the rights and obligations hereunder without the specific written consent of LAFCO. Any attempted assignment or subcontract without prior written consent will be null and void and will be cause, in LAFCO's sole and absolute discretion, for immediate termination of the Agreement.

14. Relationships of Parties; Independent Contractor.

Contractor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of LAFCO. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

15. Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

16. Amendments.

This Agreement may be amended only by an instrument signed by the parties.

17. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

18. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable

law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

19. Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

20. Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub consultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by LAFCO. LAFCO shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at LAFCO's sole risk.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Contractor, be used by Contractor for any purposes other than the performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use LAFCO's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of LAFCO.

C. Confidential Information. LAFCO shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless LAFCO's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LAFCO shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the

Release Notice to give LAFCO written notice of Contractor's objection to LAFCO's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless LAFCO, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LAFCO shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with LAFCO's choice of legal counsel), and hold LAFCO harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LAFCO release such information.

IN WITNESS WHEREOF, LAFCO and Contractor have executed this Agreement as follows:

LAFCO

Neelima Palacherla
LAFCO Executive Officer

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Mala Subramanian, LAFCO Counsel

Exhibits to this Agreement:

- Exhibit A – Scope of Services
- Exhibit A2 – Rate Schedule
- Exhibit B – Indemnification and Insurance

INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS
BETWEEN \$10,001 AND \$50,000

Indemnity

During the term of this contract, the Contractor shall indemnify, defend, and hold harmless the Local Agency Formation Commission of Santa Clara County (hereinafter "LAFCO"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by LAFCO. It is the intent of the parties to this Agreement to provide the broadest possible coverage for LAFCO. The Contractor shall reimburse LAFCO for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the LAFCO under this Agreement.

Insurance

Without limiting the Contractor's indemnification of LAFCO, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the LAFCO Executive Officer, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by LAFCO Executive Officer. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the LAFCO Executive Officer.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the LAFCO Executive Officer.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$500,000
 - b. General aggregate - \$500,000
 - c. Products/Completed Operations aggregate - \$500,000
 - d. Personal Injury - \$500,000
2. General liability coverage shall include:
- a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:
- Additional Insured Endorsement, which shall read:
- “LAFCO, members of LAFCO, employees of LAFCO, agents, and volunteers, County of Santa Clara, members of the Board of Supervisors of the County of Santa Clara, officers employees of the County of Santa Clara; individually and collectively, as additional insureds.”
- Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by LAFCO, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
4. Automobile Liability Insurance
- For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)
- For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.
5. Workers' Compensation and Employer's Liability Insurance
- a. Statutory California Workers' Compensation coverage including broad form all-states coverage. *Not applicable/ no employees*
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the LAFCO Executive Officer or insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the

Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. LAFCO acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by LAFCO upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. LAFCO reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.