

FLATHEAD COUNTY, MONTANA REQUEST FOR BID Digital Imaging Project – Road Files (County)

1. INTRODUCTION

Flathead County Clerk & Recorder is requesting bids for digital imaging of county road files (approximately 70,400 pages). Please carefully review this document. It provides information necessary to aid participating bidders in formulating a thorough response. Flathead County selects the best possible vendor that meets the specific requirements outlined below.

2. BIDDING PROCESS

A complete original (marked as such) must be submitted to:

FLATHEAD COUNTY CLERK & RECORDER

800 S Main, Suite 114
Kalispell, Montana 59901

**** PLEASE MARK YOUR ENVELOPES: County Road Files Digital Imaging Project**

Bids must be received no later than 5:00 p.m., 01/22/2013 at the address set forth above. Bids received after 5:00 p.m. on 01/22/2013 may not be considered.

The bid is to be completed in legible form. Any additional written material such as professional records, certifications, etc., your company thinks pertinent, may be attached and submitted to augment the bid data. The bidder must initial any corrections.

NO FAXED OR E-MAILED BID DOCUMENTS WILL BE ACCEPTED.

Questions regarding bid specifications shall be asked via email to: robinson@flathead.mt.gov.

All questions must be posted by 01/14/2013. Questions posted after this date will not be answered. Note: Any information given by departmental contacts is unofficial.

3. RESERVATION OF RIGHTS

The Flathead County Board of Commissioners reserves the right to reject any and all bids, to award an agreement to other than the low bid, to negotiate the terms and conditions of all and any part of the bids, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the Board's best interest and its sole discretion.

4. RESPONSIVE BIDS

Companies are expected to examine the bid requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the bid must initial all erasures or other changes. If any person contemplating submitting a bid is in doubt of the true meaning of any part of the specifications or other conditions with the bid, they are advised to contact the Clerk & Recorder and have the portion in question clarified.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to the bid will be released on the county website (www.flathead.mt.gov/clerk_recorder/); it shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the agreement and all bidders shall be bound by such changes or addenda.

6. AGREEMENT AWARD

The Clerk & Recorder and Finance Director will evaluate the bids and make a recommendation to award an agreement to the Flathead County Board of Commissioners. The criteria of evaluation and award of the bids shall be a combination of factors including but not limited to: professional service competences, references, ability to process workload in a timely fashion, quality assurance and quality controls practices and procedures, past performance with

the County and any other factors considered to be in the best interest of Flathead County. The County reserves the right to award the agreement not necessarily to the bidder with the lowest price but to the bidder that demonstrates the best ability to fulfill the requirements. The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. Final approval will be granted by the Board of Commissioners. Flathead County will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder. The successful vendor shall commence work only after the transmittal of a fully executed agreement and after receiving written notification to proceed from Flathead County. The successful bidder will perform all services indicated in the bid packet in compliance with the negotiated agreement. If two (2) or more bidders submit bids that are identical as to price, preference will be given to the bidder whose firm has its principal place of business within Flathead County. The contents of this bid and the vendor's response will become obligations if an agreement ensues. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

7. WITHDRAWAL OF BID

A bid may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but **only** if the withdrawal is made prior to the stated bid deadline. In case of error by the bidder in making up a bid, the Clerk & Recorder may, by discretion, reject such a bid upon presentation of a letter by the bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

8. INDEMNIFICATION AND HOLD HARMLESS

The Vendor whose bid is accepted must agree to the following indemnification and hold harmless responsibilities: The Vendor shall, at its own expense, protect, defend, indemnify and hold harmless Flathead County, its elected and appointed officers, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its sub-vendors **or** sub-sub-vendors, or any of their officers, employees or agents which may arise out of the agreement. The Vendor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Flathead County or its elected and appointed officers, employees, agents or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this bid and the agreement entered into.

9. INSURANCE REQUIREMENTS

The Vendor whose bid is accepted must meet and agree to maintain during the term of the agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Montana. All coverage's shall be with insurance carriers acceptable to the County.

- A. The Vendor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Vendor uses sub-vendors and **sub**-sub-vendors for the performance of services required under this bid, the Vendor shall ensure that said sub-vendors and **sub**-sub-vendors carry Worker's Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The Vendor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the work site. The County shall not be responsible for any loss or damage to the Vendor's tools and materials.
- C. The Vendor shall procure and maintain during the term of the agreement Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and/or aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Vendors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.
- D. The Vendor shall maintain Vehicle Liability Coverage and Montana No-Fault coverage's of not less than \$1,000,000 per occurrence combined single limit.
- E. Commercial General Liability Insurance and Vehicle Insurance as described above shall include the following as "Additional Insured": **County of Flathead.**

F. Worker's Compensation Insurance, Commercial General Liability Insurance, and Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: Flathead County Human Resources, 800 S Main, Room 219, Kalispell, MT 59901.

G. If any of the above coverage expires during the term of the agreement, the Vendor's insurer shall deliver renewal certification and/or policies to: Flathead County Human Resources, 800 S Main, Room 219, Kalispell, MT 59901, at least thirty (30) days prior to expiration.

10. BIDDER QUALIFICATIONS

To be considered for award of the agreement, the bidder must be able to meet the following minimum requirements:

- A. The bidder must have a minimum of five (5) years experience in providing digital imaging services.
- B. The bidder must be able to meet all insurance requirements in regards to Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this bid.
- C. The bidder must have the capability to supervise and monitor the process ensuring satisfactory provision of services.
- D. Due to document safety and security the road file imaging project will be performed @ 800 S Main (Page 4, Flathead County's responsibilities).

11. SIGNATURE PAGE/EXCLUSIONS

The Signature Page (see attached sheet, Page 6) shall be completely filled out and returned with the bid submission. A representative of your company who is authorized to commit your company to the requirements of this bid must sign the Signature Page. Include any exclusion(s) to this bid the area provided on the Signature Page.

12. COMPANY HISTORY

Provide a brief company history outlining the qualifications and organization of your business. Please provide summaries of qualifications of any key personnel that you feel will be pertinent. If any sub-vendors will be used, or partnership will be formed, provide their qualifications and roles within this bid.

13. QUALITY ASSURANCE AND QUALITY CONTROLS

Provide an overview of your quality assurance and quality control policies, procedures, and/or practices as it relates to the scope of services specified within this bid.

14. INDEPENDENT VENDOR

Vendor is an independent vendor. All employees, servants, or agents of the vendor shall in no way be deemed to be and shall not hold themselves out to be employees, servants or agents of Flathead County and shall not be entitled to any fringe benefits which the County provides its employees, including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave and longevity. The Vendor shall be responsible for their payment of the salary, wages or other compensation which may be due its employees, servants and agents for services performed under these specifications and for the withholding and payment of all applicable taxes including, but not limited to, income and social security taxes to the proper Federal, State and local governments that arise out of providing the services as requested herein.

15. ASSIGNMENT OR SUBCONTRACTING

The successful Vendor may not assign, subcontract or otherwise transfer its duties and/or obligation without written consent from Flathead County.

16. QUANTITIES

All quantities stated, unless indicated otherwise, are estimates.

17. PROCESSING OF WORKLOAD

Provide a brief outline of your company's ability to process the workload within the timeframes as stated within this bid. Provide any process, procedures and/or services that either Flathead County or your company will need to provide to fulfill the timely processing of the workload as stated in this bid.

18. TERM

The proposed agreement period will be until the project is completed. The total agreement period will not exceed two (2) months. Pricing is to remain firm.

19. SCOPE OF SERVICES - County Road File Project

Flathead County has determined a need for the county road files to be digitally imaged for record retention requirements and internal online use. Document sizes vary from note size to blueprints including both 8 ½" x 11", 8 ½" x 14" or larger. Flathead County will use 70,400 pages for evaluation purposes.

The Vendor's specific requirements as outlined below are:

- o Three file utilities are required: a high-resolution master-archive image, a web-optimized .PDF document and a low-resolution preview image.
 - o All original records must be placed back into the files and returned to the County Clerk & Recorder.
 - o The master-archive image must contain an Alpha Channel that masks non-image areas included in the image-capture process.
 - o The non-image area includes but is not limited to the edge of the paper, tears, holes, cut-outs, etc.
 - o Master-archive image may be JPEG 2000 or uncompressed TIFF.
 - o Master-archive image must be in 24-bit RGB color space.
 - o The .PDF file format must be 24-bit color image over hidden text.
 - o Attributes of the color image must be clear, concise, eye-pleasing, web-optimized image at 144 DPI.
 - o The accuracy of the underlying optically recognized hidden text must be equal to that of a 400 DPI high-contrast monochromatic image.
 - o All pertinent metadata must be imbedded in the PDF document itself.
 - o A third file format will consist of a JPEG preview image of each document
- Vendor and Flathead County will agree to all naming schemes in writing before the start of production

Flathead County's specific responsibilities as outlined below are:

- o Provide for final digital archive storage
- o Provide file names for each folder
- o Provide all originals unbound (loose)
- o Notify Vendor of any scheduling requirements
- o Provide a minimum of 500 square feet of office space to be utilized for image capture equipment accessible by ramp or elevator with a minimum door entry width of 32 inches
- o Allocated space will have standard office outlets, minimum of six 15 amps service outlets
- o Provide access to high speed internet
- o Allow Vendor staff access to building during business hours (8:00 AM to 5:00 PM), M-F

20. SPECIAL TERMS & CONDITIONS

1. The vendor will be held responsible for providing safe handling, confidentiality, and security over all paper records and digital images, or other digital information generated as a result of this agreement which is in the vendor's possession including providing periodic backups of production work. This covers the period of time from when the project begins until such time as the finished product is returned back to the designated department. This also includes the time during which the paper or microfilm records are being held after they have been imaged until they are destroyed or returned back to the County. The vendor will be held fully liable in the event of loss, damage, theft or destruction of records while in the vendor's possession.

2. All financial, statistical, personnel, technical and other data and information relating to the County's operation which are designated confidential by the County and made available to the Vendor in order to carry out these requirements, or which become available to the Vendor in carrying out these requirements, shall be protected by the Vendor from unauthorized use and disclosure. Unauthorized disclosure by the Vendor, of any information contained in any of the records being imaged will be cause for immediate cancellation of the agreement.

3. The awarded Vendor must process workload in the time frames as set forth in this bid. Failure to do so may result in the cancellation of the agreement.

21. BID SUBMISSION/CHECKLIST

It is strongly suggested that this bid be as detailed and comprehensive as possible and answered in the same order as numbered in these bid specifications. Please make sure the following is included:

- _____ Item-by-item response to Section 10 – Bidder Qualifications
- _____ References (*attached, page 7*)
- _____ Signature Page (*attached, page 6*)
- _____ Company History – Section 12
- _____ Quality Assurance and Quality Controls Overview – Section 13
- _____ Processing of Workload – Section 17
- _____ Pricing Bid (*attached, page 8*)

FLATHEAD COUNTY - County Road Files Digital Imaging Project

SIGNATURE SHEET

Name of Agency:

Address:

Telephone Number: Fax Number:

E-Mail Address: Federal Tax ID Number:

If awarded an agreement in response to this bid our company:

Will Will not be able to meet the specifications as required in Section 10: Insurance Requirements.

Signature of Authorized Signatory:

Title and Name of Agency:

Name of Authorized Signatory (Print):

Date:

The above individual is authorized to sign on behalf of the company submitting this bid. Bid must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Please list any exclusion for this Request for BID:

CHECK ONE OF THE FOLLOWING:

Partnership, Non Profit Corporation, Profit Corporation

Other, Specify: _____

COUNTY ROAD FILES DIGITAL IMAGING PROJECT

VENDOR REFERENCE INFORMATION:

City/County Name:
Contact Name:
Services Performed:
Contact Phone Number:
Number of Images Converted:
Contact Address:

City/County Name:
Contact Name:
Services Performed:
Contact Phone Number:
Number of Images Converted:
Contact Address:

City/County Name:
Contact Name:
Services Performed:
Contact Phone Number:
Number of Images Converted:
Contact Address:

COUNTY ROAD FILES DIGITAL IMAGING PROJECT

PRICING BID

Company Name: _____

PAPER CONVERSION TO DIGITAL FORMAT:

\$____.____ Total Project Cost

The pricing as quoted above will remain in effect until the project is completed.