

SPECIFICATIONS

Lease of a Microfilm Archive Writer For the Sarpy County Records Management

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:00 p.m., August 13, 2009

General Information

Notice to Vendors

Sarpy County is seeking proposals for the Lease of a Microfilm Archive Writer for the Sarpy County Records Management. The successful Vendor will enter into a Contract (Vendor must attach the proposed contract documentation) for a period of twenty four (24) months commencing on January 1, 2010 until December 31, 2012, with an optional buy out at the end of the contract period. The successful Vendor will be responsible for providing for a lease, installation, training and maintenance of one (1) Kodak i9610 Archive Writer, or equivalent.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., November 19, 2009. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Lease of a Microfilm Archive Writer" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the entire proposal including attachments.

Requests for information and clarification questions must be received by November 13, 2009 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Cunard, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bcunard@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Drive
Papillion, NE 68046

Bids not addressed and delivered to the above person may not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Purchasing Office at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., November 19, 2009.

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. 1210 Golden Gate Drive, Papillion, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon

request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid:

1. Evaluation will be done by Beth Cunard, Sarpy County Purchaser along with personnel from the Clerk's Office - Records Management. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgement, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:
 - a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
 - b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from

the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046, voice (402) 593-4476, FAX (402) 593-4304. **Requests must be received by 12:00 p.m., November 13, 2009 in order for Sarpy County to have time to issue an addendum. Requests received after the deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms:

The successful Vendor shall submit monthly itemized invoices for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a twenty four (24) month period commencing on January 1, 2010 until December 31, 2012, with an optional buy out at the end of the lease.

9. Termination:

Either party may terminate the Contract with ninety (90) days' written notice to the other.

10. Residency Verification:

Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114 by completing the prescribed form.

11. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

12. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

13. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

14. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

15. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an

independent contractor or represent themselves to be other than employees of the Vendor.

16. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

Specifications:

Sarpy County is seeking sealed bids for all of the equipment, software, labor and materials for the lease, installation, training and maintenance of one (1) Kodak i9610 Archive Writer, or equivalent. The unit offered shall meet or exceed the requirements stated herein.

The Archive Writer will allow for documents to be electronically written to human readable images for archival storage on 16mm archival media/microfilm. The images will be indexed with AIIM/ANSI Image Marks/Blips that can be retrieved by automated desktop film reader/scanner. The archival media/microfilm is required to be capable of being processed to archival standards as defined by AIIM/ANSI.

The System offered shall include:

1. One (1) Archive Writer that writes images to microfilm;
2. Two (2) Cassettes (215 ft) to house the microfilm while in the unit
3. Application software designed to manage the file transfer of images to the Writer and to manage application parameters such as film and indexing formats.

Any reference to brand names and/or number in the Request For Proposal is intended to be descriptive, but not restrictive, unless otherwise specified. Other brands, of approved equal quality, may be considered for award. In the event of substitution, your proposal must clearly describe the article and the proposal must state the brand name and product number of the substitution offered. The determination of the Sarpy County Purchasing Department, in consultation with the ordering office, shall be final and conclusive in determining the equality of alternates.

Bid Requirements:

1. Delivery Date:

Vendor must state proposed delivery date on Bid Form.

2. Shipping:

Prices bid are to be F.O.B. 1210 Golden Gate Drive, Papillion, Nebraska 68046. Sarpy County is not responsible for any additional shipping costs throughout the term and at end

of term.

3. Delivery & Installation:

Vendor shall coordinate all times and dates for deliveries and installation with Sarpy County Records Management. Vendor shall give Sarpy County Records Management a minimum of seventy two (72) hours notice prior to any deliveries or installation.

All deliveries and installation shall be made during normal business hours, 8:00 a.m. to 4:45 p.m., Monday through Friday, excluding County holidays. No deliveries will be accepted by Sarpy County without advance notice, including approximate time of the delivery on the job site. If, for any reason, the delivery schedule must be revised, either Sarpy County or Vendor shall promptly notify the other.

4. Damaged Property:

It is the Vendor's responsibility to make any repairs necessary to County property due to damages caused by Vendor during delivery and/or installation with no charge to Sarpy County. Vendor shall provide protection to doorjambes and floor coverings as necessary to help prevent such damage.

5. Clean-up and Trash Removal:

Vendor is responsible for the clean-up and removal of all packing materials, trash, and debris from the delivery and installation of the furniture. All trash must be taken off-site by the Vendor.

6. Acceptance:

Vendor must perform all work required to provide a fully functioning Archive Writer. The delivery and installation shall be inspected by representatives of Sarpy County Records Management and the selected Vendor prior to final acceptance by Sarpy County.

7. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

8. References:

Each Vendor must include with its proposal a list of no less than three (3) references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company, and the name and phone number of a contact person for each company.

9. Literature:

Vendor shall attach two (2) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

Vendor should include a sample lease agreement attached to the Bid Form.

10. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

11. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

Technical Specifications:

Complete by marking with a "x" in the appropriate space and return with the Bid Form.

Archive Writer

YES/NO

- ___ / ___ 1. Archive Writer is an institutional grade, similar to the Kodak i9610.
Brand: _____
Model: _____
- ___ / ___ 2. Accepts single strip TIF images, compressed in CCITT Group III or Group IV format.
- ___ / ___ 3. Accept images continuously that were originally scanned between 100dpi and 600dpi.
- ___ / ___ 4. Selectively scale the images to an image size on microfilm equivalent to a reduction ratio between 20:1 and 50:1.
- ___ / ___ 5. Write using variable length advancement of film.
- ___ / ___ 6. Write images of any minimum size up to A4 sized images.

- ___ / ___
7. Writer speeds as follows:
At 24:1 reduction in comic mode at approximately 90 images/minute.
At 40:1 reduction in cine duplex mode at approximately 200 images/minute.
- ___ / ___
8. At 40:1 or greater scaling, able to write two images concurrently in 2-up or duplex mode.
- ___ / ___
9. At the user's option (for a roll), able to write images in a positive or negative polarity (image marks shall always be in negative polarity).
- ___ / ___
10. At the user's option, able to write to one roll or two rolls of film concurrently (two cassettes needed for two concurrent rolls)
- ___ / ___
11. Accepts an unlimited number of different cassettes (e.g. different cassettes possibly representing different applications or jobs).
- ___ / ___
12. At user's option, write the image roll and frame sequence number in the area between the top edge of the image mark and the lower edge of the image.
- ___ / ___
13. At user's option, able to produce a file that correlates the image Name, TIF with the roll and frame number assigned during writing, and that the file shall be exportable.
- ___ / ___
14. Equipment is new, un-used and not re-manufactured.
- ___ / ___
15. Equipment is network ready, without the purchase of additional hardware.
- ___ / ___
16. Drivers installed that will interface with Windows XP.
17. Total number of U.S. installs by Vendor for the specified machine:
- _____

Cassette

YES/NO

- ___ / ___
1. Retain the image address of the last image written (unless the cassette door has been opened).
- ___ / ___
2. Be removable from the Writer and maintain the archive media/microfilm in a light-tight condition.
- ___ / ___
3. User re-loadable.
- ___ / ___
4. Accepts ANSI/AIIM standard 16mm archive media/micrfilm supply reels and media.

- ___/___ j. Poll mode option
- ___/___ 6. Create a file of the Name, TIF and roll frame sequence number of images written.
- ___/___ 7. Create a report to indicate any errors encountered.
- ___/___ 8. Provide status to the user of the image file being writing (% completed, last image written).
- ___/___ 9. Indicate film supply remaining for each cassette.
- ___/___ 10. Reports on the jobs completed.

Reference Archive Media

YES/NO

- ___/___ 1. Available on standard AIIM/ANSI archive media/microfilm supply spools in the following:
 - ___/___ a. 16mm x 215ft rolls at 2.5mil nominal thickness
 - ___/___ b. 16mm x 100ft rolls at 5.0mil nominal thickness
- ___/___ 2. Processed using AIIM/ANSI standard conventional archive media/microfilm processing.
- ___/___ 3. High resolution formulation optimizing the quality of images electronically written by the exposure device of the Writer.
- ___/___ 4. Process-surviving anti-static backing.
- ___/___ 5. Material Safety Data Sheet (MSDS) available.

Training

YES/NO

- ___/___ 1. The Vendor shall conduct in-service training sessions at the time of, or immediately following installation. Training sessions shall be scheduled in coordination with and at the convenience of Sarpy County.
- ___/___ 2. The manufacturer’s recommended cleaning protocol, special cleaning and/or sterilization training shall be provided to personnel.

___/___ 3. Price for all training and materials to be included.
Estimated number of hours for training: _____

___/___ 4. Attach all training documentation to Bid Form.

Maintenance Services

YES/NO

___/___ 1. Local service available.
Maintenance Service Location: _____

Contact Information: _____

___/___ 2. Service available during normal County business hours
Response time by phone: _____
Response time onsite (if needed): _____

___/___ 3. Maximum response time, onsite, shall be four (4) hours.

___/___ 4. Maintenance shall be all inclusive including but not limited to all equipment, hardware, technical support, software upgrades including maintenance and technical support, labor, travel and any other material.

___/___ 5. Maintenance to be included in lease and paid as part of monthly lease payments.

___/___ 6. Parts availability guaranteed for the maintenance of Writer.

___/___ 7. Vendor must submit all maintenance and technical support information with their proposal. This information shall include, at a minimum, terms of coverage, conditions, durations and services offered.

___/___ 8. Number of technicians certified to repair this equipment: _____

___ / ___

9. Any cost to the County not covered under equipment maintenance during Lease period.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

**Sarpy County, Nebraska
Lease of a Microfilm Archive Writer
Bid Form**

Total Monthly Lease Payment: \$ _____

To include all equipment, software, labor and materials for the lease, installation, training and maintenance of one (1) Kodak i9610 Archive Writer (or equivalent) as specified.

Total Buy Out Option: \$ _____

***Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046**

Make: _____

Model: _____

DELIVERY & INSTALLATION DATE: _____

Company Information:

Years in business: _____

of employees _____

Total sales last 3 years _____

Number of Specified Machines Installed
& Maintained in U.S.: _____

References:

All references must be for the machine specified

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Fax Number: _____ Date of Purchase: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

Attachments: **Literature**
 Sample Lease Agreement
 Training Documentation
 Maintenance Program Information

_____	_____
Company Name	Company Representative (Please print)
_____	_____
Authorized Signature	Telephone Number
_____	_____
Address	Fax Number
_____	_____
City, State & Zip	E-Mail Address

****NOTE: Sarpy County is tax exempt and will provide the proper form upon request.***