

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6644

LAND RECORDS ON-SITE SCANNING SERVICES FOR WASHTENAW COUNTY

Prepared by:

Washtenaw County Purchasing
Administration Building
220 N. Main, B-35
Ann Arbor, MI 48107

Crystal A. Wake, C.P.M., CPPB
Senior Buyer
Phone: (734) 222-6761





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

REQUEST FOR PROPOSAL #6644

October 31, 2011

The Washtenaw County Purchasing Division, on behalf of the Washtenaw Clerk/Register is issuing a Request for Proposal (RFP) # 6644 for Land Records On-Site Scanning Services for the Register of Deeds office.

Sealed Proposals: Contractor will deliver **two copies (2)**, and the **original**, to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48107**

by 4:00 p.m. on Thursday November 10, 2011

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6644**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake, C.P.M., CPPB at **734-222-6760** or wakec@ewashtenaw.org
- Please direct technical questions regarding this RFP to James Dries at **734-222-6780** or driesj@ewashtenaw.org

Thank you for your interest

PROPOSAL INFORMATION

Definitions	“Bidder”	an individual or business submitting a bid to Washtenaw County
	“Contractor”	one who contracts to perform services in accordance with a contract
	“County”	Washtenaw County, government

PROPOSAL TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **two copies** (2), and the **original**, must be at the County Administration Building on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this

section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P. O. Box is not, in and of itself, sufficient to establish a company as a Washtenaw County vendor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

SECTION I.

Statement of Intent

The Washtenaw County Clerk and Register of Deeds and the County of Washtenaw put forth this Request for Proposal for on-site scanning services for Land Records located at the Clerk Register of Deeds offices.

Our pilot project is to scan and digitize ten years of records, from 1959 through 1968.

Please carefully review this document. It provides information necessary to aid participating bidders in formulating a thorough response.

Bidding Process

1. The following is a schedule of events for the bid process:

Distribution of packets	Monday October 31, 2011
Bid proposals due	Thursday November 10, 2011
Expected notification of award	Thursday November 30, 2011

2. A complete original proposal and two (2) copies of the original, for a total of three (3) bid proposals, are due not later than November 10, 2011 at 4:00 p.m. to:

County of Washtenaw
Purchasing Division
220 N. Main St., Room B-35
Ann Arbor, MI 48107

3. The proposal shall be placed in a sealed envelope and clearly marked: ****County of Washtenaw On-Site Scanning Services Response – RFP 6644****.
4. The Signature Page, included at Attachment A, shall be completed and returned with your proposal. Proposals must be signed in ink, by an official authorized to bind the bidder to its provisions.
5. The bidder shall be responsible for the timely delivery of any response. Proposals received after the submission date will be considered void and unacceptable. Washtenaw County is not responsible for lateness of mail, carrier, etc., and the date stamp in the Purchasing Division shall be the official date and time of receipt.
6. Faxed or emailed proposals will not be accepted.
7. All proposals must remain valid for at least one year from the date of submission.

Contact Personnel

This request for Proposal (RFP) is issued by the County of Washtenaw. The point of contact regarding proposal procedures is.

Crystal A. Wake, C.P.M., CPPB
Purchasing Division
County of Washtenaw, 220 N. Main St. Room B-35
P. O. Box 8645
Ann Arbor, MI 48107
E-mail: wakec@ewashtenaw.org

Any requests for clarification and/or additional information shall be directed to:

James Dries, Chief Deputy Clerk and Register of Deeds
County of Washtenaw, 200 N Main St, Suite 110a
P. O. Box 8645
Ann Arbor, MI 48107
Phone (734) 222-6780 Fax (734) 222-6819
E-mail: driesj@ewashtenaw.org

Reservation of Rights

The Clerk and Register of Deeds and County of Washtenaw reserve the right to reject any and all proposals, to award the contract to other than the low proposal, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and to make an award in the manner as determined to be in the Clerk and Register of Deeds and County of Washtenaw's best interest.

Changes and Addenda to Bid Documents

Each change or addendum issued in relation to the RFP will be on file in the Purchasing Division, posted on the Michigan Inter-governmental Trade Network Purchasing System (MITN) at www.govbids.com, and e-mailed to each bidder to whom the original RFP was sent. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Award

A Review Committee consisting of, but not limited to, members of the Register of Deeds Office and the Purchasing division will be formed.

The Review Committee will review and consistently evaluate proposals based upon, but not limited to, the following criteria:

- Years the bidder has been providing scanning and imaging services to land records offices;
- Years the bidder has been in business;
- Company financial stability;
- Experience and success of the bidder in providing similar services;
- Ability to support the County in converting existing image and index data.

- Proposed pricing and payment structure;
- Demonstrated understanding of the County's needs and requirements;

All prices shall be quoted in U.S. dollars. Unless bidder specifically notes otherwise, any and all quoted prices will be firm and will be valid for one year from the submission date.

The Clerk and Register of Deeds, in conjunction with the County, may make a determination that the rejection of all proposals is in its best interest.

The successful bidder shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the Clerk and Register of Deeds, in conjunction with the County.

The successful bidder will perform all services indicated in the bid packet and in the negotiated contract.

Cost of Developing Proposal

The bidder shall be responsible for all costs incurred in the development and submission of this response. The Clerk and Register of Deeds and the County of Washtenaw assume no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists.

Proposal Ownership

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the Clerk and Register of Deeds and the County of Washtenaw and will not be returned to the bidder.

Withdrawal of Proposal

Proposals may be withdrawn in writing or in person by a bidder, or a bidder's authorized representative, provided their identity is made known, but only if the withdrawal is made prior to the stated bid deadline. In case of error by the bidder in making a bid, the Clerk and Register of Deeds and the County of Washtenaw may, by discretion, reject such a proposal upon presentation of a letter by the bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

Equal Employment Opportunity

The Clerk and Register of Deeds and the County of Washtenaw are committed to prohibiting discrimination in employment on the basis of race, color, sex, age, religion, national origin, veteran status, citizenship, height, weight, marital status, or handicap. These factors will not be improperly considered in recruitment, examination, appointment, training, promotion, retention, salary determination, discipline, or any other conditions of employment.

Bidders and their subcontractors, as required by law, shall not discriminate against any employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, veteran status, marital status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach

of a Contract.

Insurance Requirements

Prior to contract commencement, the successful Contractor shall deposit with Washtenaw County a certificate from an insurer to the effect that the insurance policies required in Appendix A, Article VII, (page 13) have been issued to the Contractor. By signing and returning Attachment A, the bidder agrees to provide evidence of that coverage.

SECTION II

Purpose

The Washtenaw County Clerk and Register of Deeds office through this RFP plans to digitize ten years of records, from 1959 through 1968 to allow Register of Deeds staff to implement and refine its file loading and indexing procedures and enable efficient capture of records.

Our objective is to digitize the records to enhance the security of these critical land records, make them available for efficient online search and inspection, and release the space used for shelving them for other use.

Background and Specifications

This pilot project will convert paper records of deeds, easements and land contracts recorded from January 1, 1959 to December 31, 1968 to digital images. Note that records of only deeds, easements and land contracts are to be converted; other document types will not be converted. A simple index file linking each converted image file name to each land record's liber and page will also be created.

- The total number of pages in our books for the subject years is approximately 300,000.
- Approximately 75,000 pages describe deeds, easements or land contracts.
- Digital scanning will be conducted on site.
- Digital capture will be at 300 DPI, and each scanned page will be saved in standard JPEG format.
- JPEG images will be converted to 300 DPI single page black and white TIFF images with Group IV conversion.
- Pages describing deeds, easements or land contracts will be extracted and further processed to remove excess borders.
- Extracted images will be cropped and de-skewed.
- Each extracted image will be inspected at full size and checked for sequential order, missing pages, duplicate pages and image quality. Poor quality images may be digitally enhanced.
- Single page images will be combined into multi-page TIFF format where multi-

page documents are present.

- Image file names will be sequential and will be linked to the liber and page of the scanned document's first page...
- Poor quality images will be reported by liber and page, describing the reason for the image's poor quality.
- Vendor will prepare a simple index file including liber image file name and location for each TIFF file.
- Vendor will deliver the completed records on a USB device to be furnished by the county.

SECTION III

Company Experience and Information required from bidders.

Business Information

Provide the full name and address of the firm and, if applicable, the branch office or other subcontracted element(s) that will perform or assist in this work. List the names, qualifications and experience of all professional personnel (full time or subcontracted) who will be assigned to this work.

Executive Summary and Overview of Services

Provide an executive summary and an overview of the services that can be provided to the Register of Deeds and County of Washtenaw, addressing the following:

1. Demonstrate business longevity, providing similar services, for at least three years.
2. Identify all vendor employees assigned to the project and ongoing support, and include their qualifications.
3. Provide audited financial statements for your previous three fiscal years.

References

Provide, at a minimum, three references from municipalities where you have completed similar projects. References must be complete with name, address, and telephone number of the contact person and indicate dates of services.

Insurance

The vendor must provide a Certificate of Insurance as outlined in Article VII page 13.

Project Scope

Provide an approximate timeline. Summarize the scope and nature of the anticipated scanning period.

SECTION IV

Proposal Submission Checklist

Proposals shall be as **detailed and comprehensive** as possible and **answered in the order listed below.**

- Company History
- Attachment A – Authorized Signature Page
- Attachment B – References
- Attachment C – Business Information
- Attachment D – Price proposal

**Attachment A
 Authorized Signature Page
 Land Records
 On-Site Scanning Services
 RFP 6644**

Name of bidder:	
Address:	
Telephone Number:	Fax Number:
Email Address:	Federal Tax ID Number:
Signature of Authorized Signatory**:	Title and Name of Company:
Name of Authorized Signatory (print):	Date:
<p>**The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 1 year.</p> <p><input type="checkbox"/> By checking this box we hereby certify that we are a Washtenaw County company as defined in paragraph II.,F. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.</p>	

**Attachment B
Bidder References
Land Records
On-Site Scanning Services
RFP 6644**

Bidders Name:

PRINT CLEARLY

Company Name:	Contact Name:
Type of Supplies/Service(s) Provided:	Contact Phone Number:
Date of Services:	Contact Address:
Company Name:	Contact Name:
Type of Supplies/Service(s) Provided:	Contact Phone Number:
Date of Services:	Contact Address:
Company Name:	Contact Name:
Type of Supplies/Service(s) Provided:	Contact Phone Number:
Date of Services:	Contact Address:

**Attachment D
Price Proposal
Land Records
On-Site Scanning Services
RFP 6644**

Describe the associated costs.

SECTION TOTALS		
Section	Quantity	Cost
Image/Page	300,000 images	
Clean and enhance image	75,000 images	
Net Document @ 2pp/doc Net Index	38,000 documents	
Cost/Net Document		

Grand Total \$ _____

Appendix A

STANDARD PROVISIONS FOR SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 2009, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and **(Name of Consultant)** located at **(Address)** ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion and acceptance of the above services and submission of proper invoices, the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to Clerk/Register of Deeds and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.05 per hour with benefits or \$12.96 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2011 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna McDaniel (DATE)
County Administrator

APPROVED AS TO FORM:

CONTRACTOR

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
(CONTRACTOR'S NAME) (DATE)