



Road Commission of Kalamazoo County

3801 E. Kilgore Road
Kalamazoo, MI 49001
(269) 381-3171
Fax (269) 381-1760
www.kalamazoocountyroads.com

Notice to Bidders Mandatory Pre-bid Meeting

Sealed proposals will be received by the Road Commission of Kalamazoo County (RCKC), at its offices at 3801 East Kilgore Road, Kalamazoo, Michigan 49001, until **Monday January 25, 2016, 9:00 am** at which time they will be publicly opened and read for the following:

Bid # 2015-24: Document Scanning and Database Services

There is a **mandatory pre-bid meeting** and on-site inspection to be held **Wednesday, January 13, 2016, 2:00 pm.**

Bids must be on forms supplied by RCKC and in sealed envelopes with the item and date of opening clearly marked.

The RCKC reserves the right to reject any or all bids and to waive irregularities in any bid and to award the bids(s) they deem in the best interest of the RCKC.

The bid document is available online at www.kalamazoocountyroads.com; select the "Purchasing" tab, where all current bidding opportunities are posted, or by visiting RCKC offices.

Subscribe to our purchasing newsfeed, which is available on our website to receive automatic notice of bid opportunities.

If there are questions about the specifications, please call Michelle Podgorski, Administrative Assistant-Operations, at (269) 381-3171, ext.226. If there are questions about the bid process, please call Ann Simmons, Finance Director, at (269) 381-3170 ext. 201.

Road Commission of Kalamazoo County,

Ann Simmons
Finance Director

INSTRUCTIONS TO BIDDERS

- The proposal shall be legibly prepared in ink or typed on the bid/RFP form furnished.
- Bid or proposal prices must have specific dollar values unless otherwise requested in the bid document.
- Any bid or proposal not stated in dollar value will be disqualified as non-responsive.
- If any price already entered by the vendor is to be altered, it shall be crossed out with ink, the new price entered above it with ink and initialed by the vendor, also in ink.
- Proposals or bids prepared with pencil will be rejected.
- All proposals must be submitted in enclosed sealed envelope bearing the name of the vendor and a notation in the lower left corner indicating item for which the bid or proposal is submitted.
- Bids or proposals must be received in the business office by the time specified on the cover documents.
- Invoices will be processed for payment within thirty (30) days after receipt and authorization of invoice. **SEE TERMS & CONDITIONS PROVIDED WITH BID/RFP DOCUMENTS.**
- Cash discounts, if any, shall be based on a period of 30 days or more after the delivery of the purchase item or service, following invoice delivery. Lesser periods will not be considered in the awarding.
- Material Safety Data Sheets (MSDS's) / Safety Data Sheets (SDS's) must be submitted with any bid or quote for products or services that requires the use of hazardous chemicals unless otherwise stated in the bid document. Data Sheets are kept on file at the RCKC, and Contractor may review for material housed or used by the RCKC. RCKC highly recommends SDS's are provided. RCKC must have SDS's available for use no later than June 1, 2016 to be in compliance with the Occupational Safety and Health Administration's (OSHA), Hazard Communication Standard (HCS).

Compliance with Federal Civil Rights Act of 1964

The parties hereto agree, when applicable, that they will comply with the Federal Civil Rights Act of 1964, the Federal, State and Local Fiscal Assistance Act of 1972, and all rules and regulations issued there under, as well as the applicable portions of the Elliott-Larsen Civil Rights Act and the Michigan Handicappers' Civil Rights Act being Article 2, Act No. 220, Public Acts of 1976, as amended. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges or employment or any matter directly or indirectly related to employment because of such person's race, color, religion, national origin, ancestry, age or sex or protected classes as defined by law. Breach of this covenant may be regarded as a material break of the contract or purchasing agreement and may be processed as provided under the State of Michigan laws.

The Road Commission of Kalamazoo County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

GENERAL INFORMATION

A. INTRODUCTION

The RCKC invites qualified bidders to submit proposals for Document Scanning and Database Services including sorting, indexing and preparing documents, imaging/scanning, conversion to a digital file and database solution as specified. To be considered, sealed proposals must arrive at the RCKC administration office on or before the date and time specified in the notice to bidders. Bids/Proposals may be received by mail, package, delivery service or in person. Bids/Proposals will not be accepted by fax or electronically. The Vendor is responsible for timeliness of any delivery.

B. ISSUING OFFICE

This bid/Request for Proposal (RFP) is issued by the RCKC, which is the primary point of contact. All technical questions regarding this bid/RFP are to be directed to Michelle Podgorski, Administrative Assistant-Operations, at (269)381-3171 ext. 226.

C. TYPE OF CONTRACT

The contract will consist of all documents relating to this bid/RFP in combination with a purchase order issued by RCKC. The documents include, but are not limited to, the notice to bidders, terms and conditions, specifications, addendums if issued, the vendor's proposal and certification.

D. REJECTION OF PROPOSALS

The RCKC reserves the right to reject any and all proposals received as a result of this bid/RFP, or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the RCKC. The RCKC does not intend to award a purchase order solely on the basis of any response made to this request, or otherwise pay for the information solicited or obtained.

E. INCURRING COSTS

The RCKC is not liable for any costs incurred by the Vendor prior to issuance of a purchase order.

F. ADDENDA TO THE BID/RFP

In the event it becomes necessary to revise any part of this bid/RFP, an addendum will be provided to all Vendors who have received copies of this bid/RFP, and will be posted on the RCKC website at www.kalamazooountyroads.com.

G. PROPOSALS

To be considered, Vendor must submit a completed response to the bid/RFP using the format provided. Each proposal must be submitted in three (3) copies to the RCKC Finance Director. An official authorized to bind the Vendor to its provisions must sign

the proposal. The proposal for this bid/RFP must remain valid for at least ninety (90) days.

H. ECONOMY OF PREPARATION

Proposal should be prepared simply and economically, providing a concise description of the Vendor's ability to meet the requirements of the bid/RFP.

I. PROFESSIONAL SERVICES REQUIREMENTS

No change in staff will be permitted without a written request and an affirmative written response by the RCKC.

J. CONTRACT EXTENSION

This contract may be extended for three (3) one (1) year extensions by the mutual agreement of both parties. Requests for extension must be made in writing to Ann Simmons, RCKC Finance Director, by December 1 of the current contract year.

K. INTERVIEW

RCKC may select vendor to interview to discuss qualifications, capabilities, experience and any appropriate certifications. RCKC reserves the right to question items or responses on the bid document for purposes of clarification. The clarification is not an opportunity to change, add or delete a bid item.

SCOPE OF WORK

Bid # 2015-24: Document Scanning and Database Services

INTRODUCTION

The Road Commission of Kalamazoo County (RCKC) invites qualified bidders to submit proposals to provide Document Scanning and Database Services including sorting, indexing and preparing documents, imaging/scanning, conversion to a digital file and database solution as specified here within.

RCKC is working to improve operational efficiency and effectiveness as well as to improve customer service to the public. The intent of this project is to archive the existing originals into a database that is easily searched, accessed, viewed, and printed on regular and large format printers. The database will be made available to RCKC employees in a user-friendly format from their desktop computers, and via laptop computer with a remote local link to the RCKC server.

The contractor is to create a SQL database and user interface, scan and index approximately 16,800 documents.

Contractor shall provide all labor, materials, tools and equipment required for requested services. The contractor may per

The long term goal is to implement several similar scanning projects with various RCKC departments and documents.

TIMELINES

Solicitation Packet issue date:	Thursday, December 31, 2015
Mandatory Pre-Bid RFP Meeting	Wednesday, January 13, 2016, 2:00 pm
Deadline for submission of RFP/ Opening:	Monday January 25, 2016, 9:00 am
Anticipated Award Date (Contingent upon Board Approval)	Tuesday, February 9, 2016
Construction Document Project completion (planned)	Not later than September 30, 2016

Mandatory Pre-Bid Meeting

All bidder must attend a Mandatory Pre-Bid Meeting on Wednesday, January 13, 2016 at 2:00 pm at the Road Commission of Kalamazoo County offices at 3801 East Kilgore Road, Kalamazoo, Michigan 49001. The meeting is to provide an opportunity to attend a formal site visit, raise questions and clarify any of the proposal requirement, specifications and scope of work.

Proposals will be automatically disqualified for any bidder who fails to attend the Pre-Bid Meeting.

SPECIFICATIONS AND REQUIREMENT

Documents to be scanned are on a variety of media and vary in size.

The project subject matter is Construction plans – Roads, Bridges and RCKC buildings. This 2016 project will be managed by the Engineering department. The RCKC plan sheets are typical D Size (24x36) drawings on 40- 50% linen, Sepia, paper, and Mylar. We estimate that there are a total of 16,800 individual large format pages. Some of the drawings are rigid and some are fragile and may require special handling.

All data must be preserved in a form identical to, or functionally equal to, the original record.

The contractor is to provide all scanners, computer, capture and image cleanup software and any other tools/software to meet the requirements of the RFP.

Each scanned image shall have a unique file name specified by the RCKC.

Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)

The vendor shall not scan blank documents.

The RCKC will use the scanned documents for reproduction so a resolution of 400 DPI is the minimum that will be accepted.

Optical Character Recognition (OCR) services are to be provided for all documents with text. This process shall provide an accurate conversion of image data into a searchable Portable Document Format (PDF) format.

Quality control shall be performed on 100% of scanned documents. The Vendor will view each image after scanning to assure quality include image clarity, orientation, and accuracy.

Documents may consist of one or many pages. If the document has more than one page this document must be scanned as a multi-page document.

Report and discuss any problem images that cannot be captured to meet a determined benchmark specifications standard.

Images shall be stored in a secure manner with an appropriate backup and recovery systems of all documents during the project.

Upon final completion of the project documents will be copied to the RCKC cloud network system, and the copy will be provided on an external hard drive

Performance testing

Periodic performance testing of the conversion process shall be performed on both the drawings and for the project files for quality assurance. The testing should be expansive enough to allow and examination of all the possibilities in the collection and should be extensive enough to have an understanding of the results of the scanning and indexing process.

Scanning Requirements

- All documents will be scanned in both JPG and PDF Formats.
- All text-based documents will also have OCR (Optical Character Recognition) applied which will make them text-searchable using attributes as indicated.
- Finished scan will be saved in electronic folders that will follow the same format that they are currently saved, which includes the same folder and sub-folder labels.

File Naming, Database and Database Indexing Attributes

File Name: Each file name shall follow the RCKC naming requirements to be provided to the contractor. The file name may require up to 25 character plus the applicable file extension. Construction project file names shall include the entire name of the project with the RCKC index card file number.

Database:

- The database system provided is to be simple, user friendly, flexible, and reliable.
- Network end users should be able to retrieve documents through search queries.
- The system shall be scalable to handle increasing amounts of new data.
- The proposed solution shall allow access to multiple network end users.
- Security will be address by RCKC through access the applicable directory.
- RCKC network end users are to have the ability to create new, edit, view and print individual documents with the searchable attributes of the database.
- RCKC uses a MS SQL Server database for document management.
- Any necessary modifications to the RCKC system and software must be stated in the proposal and costs provided accordingly.

Database Indexing Attributes: Each scanned drawing will have attribute information that will need to be included in the database to allow for a variety of search options. Construction document attribute entries will be:

- Township
- Section
- Road Name.
- Development plans and plats, the development name
- Document number assigned by RCKC.
- Document date

- Project limits (start and end locations) for plan sheets.
- Precision project work order number if known
- Or other specified type

Handling of Documents

- The document order, location and drawers shall be retained during this process.
- Contractor will be required to remove all fasteners from furnished material prior to scanning, with the exception of perfect and case bound spines.
- Contractor will scan designated one-sided or two-sided documents.
- Contractor to scan any image on envelope(s), file folders and etc. that contain furnished material.
- The vendor shall not scan blank documents.
- Material furnished on unusually small stock (receipts, match book covers, personal checks, etc.) must be reproduced individually on 8½" X 11" sheets unless otherwise indicated. Contractor may image more than one small stock item per sheet as appropriate.
- Furnished originals may include documents with Post-It style note(s) affixed. The contractor is make two copies of such documents: One copy of the original document with the Post-It note(s) affixed; and one copy of the original without the Post-It note(s) affixed.
- Unless otherwise instructed, the Contractor shall be required to reassemble, refasten and return the original documents in the same sequence and same condition as furnished.

Confidentiality, Accuracy and Security of Documentation

It is critical that the proposer understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the proposer receives the documents from the RCKC, they are responsible for their safekeeping. Safeguards against loss, and/or damage must be maintained at the highest levels. Also, no unauthorized reproduction or duplication of any media produced by the contractor is permissible. These documents may contain sensitive security information such as once the documents are in the hands of the Contractor, the Contractor becomes solely responsible for the security of the documents until returned to RCKC.

Tracking and Inventory of RCKC Documents

The Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the RCKC's Department's inventory transmittal and the items received by the Contractor are to be resolved with three business days. After scanning/media conversion services have been completed on a pickup from the RCKC, the Contractor will be required to perform a final quality control step that compares the final output to the manifest that RCKC provided that Contractor to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the RCKC a report comparing the documents provided to the final output with each product delivery. The RCKC will

implement this process in conjunction with the contract and is open to process re-engineering as suggested by the Contractor.

Pick-up and Turnaround Time

The Contractor will pick up all RCKC documents that are to be scanned; the Contractor is responsible for the pick-up of the RCKC documents themselves.

The RCKC and the Contractor will mutually develop a pick-up and delivery procedure and schedule.

Record Accessibility

The RCKC will require designated RCKC Staff to have access to original RCKC documents supplied to the Contractor for Scanning services in the event a document is needed. The Contractor will provide the ability to locate and return to the RCKC any original document that is in the possession of the Contractor within one business day from the time of request by an authorized department agent. After the RCKC has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor site to either complete the scanning process, whichever applies.

Deliverables

1. Scan designated documents.
2. Provide a searchable database solution.
3. Upon completion of the project, scanned image files and the database solution is to be copied to the RCKC cloud network. This will be coordinated with Secant Technologies.
4. Provide one copy of all images and database solution on an external hard drive.
5. Provide written documentation for database management including maintenance and instructions to create, edit and view database entries.
6. Provide on-site training to a select number of staff.

RCKC Facilities

Drawings and documents will be available for scanning on site from 7:30 AM to 4:00 PM weekdays.

Up Contractor request, if the contractor choose to provide on-site scanning services, the RCKC will provide a dedicated work site within the RCKC facility.

OTHER REQUIREMENT

Experience/Qualifications

1. Contractor must have been in business a minimum of five (5) years for this type of service.
2. Contractor must provide a minimum of four (4) written comparable references.
3. Contractor must provide professional and regular work site management.
4. Contractor must have a safety training and quality control system in place.

5. Contractor must adhere to all current applicable federal, state, and local laws, codes and ordinances.
6. Contractor shall in no way interfere with the normal work of RCKC employees.

Future Projects and Contract Extensions

RCKC plans several additional scanning projects pending budget approval. Projects are to include scanning, digital conversion and retrieval databases for other engineering, operations, administration or finance files. Document quantities sizes and types will vary and may include 24" X 36", 11" X 17", 8 ½" X 14", 8 ½" X 11", 40- 50% linen, Sepia, standard paper, and Mylar.

RCKC may extend this contract for three (3) one (1) year extensions by the mutual agreement of both parties. Requests for extension must be made in writing to Ann Simmons, RCKC Finance Director, by December 1 of the current contract year.

Insurance

The Contractor shall procure and maintain insurance, at its expense, during the life of the Contract of the types and in the minimum amounts stated in Exhibit A.

Upon notification, the Contractor shall submit to the RCKC Finance Director all required insurance certificates prior to start of work.

Investigation and Inquiries

Before submitting a proposal, each bidder is encouraged to investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. No allowance or extra consideration on behalf of the Contractor will be allowed by reason of error or oversight on the part of the Contractor's failure to investigate or inspect. Vendors are encouraged to get a full understanding of the RCKC current server and software systems.

Questions regarding this specification may be directed to RCKC Administrative Assistant - Operations, Michelle Podgorski, (269) 381-3170 ext. 226, mpoodgorski@kalamazooountyroads.com.

Evaluation Criteria for Award

RCKC will make award to the bidder whose proposal, conforming to this solicitation, is most advantageous to RCKC.

Considerations will include:

- Cost of Services
- Bidder's experience and qualifications with engagement of similar scope and complexity.
- Bidder's ability to perform high quality work and meet time schedules.
- Reference information
- Other factors relevant to this service.

Invoicing

1. The awarded Vendor must submit an invoice at minimum monthly for the work completed during the preceding month.
2. Payment will be made for acceptable scanned images.
3. Each invoice is to include the following:
 - i. Purchase order number
 - ii. Purchase order line number
 - iii. Date and time of Service
 - iv. Type of Service Performed
4. RCKC is to pay based on bid units and rates, and actual quantities authorized and provided.
5. RCKC will not pay any charges in addition items and rates authorized on the purchase order.
6. Refer to further invoicing requirement in **Terms and Conditions**.

Submittal Response

1. Each response is to include:
 - i. Completed Bid Proposal form
 - ii. Completed Qualification Questionnaire
 - iii. Completed Reference Information
 - iv. Other relevant information (optional)
2. Vendor is to submit three (3) copies of proposal documentation.

The Consultant shall provide all of the information as requested herein with their proposal.

Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.

TERMS AND CONDITIONS

A. AWARD OF CONTRACT

1. The contract will be awarded to the responsible Vendor whose proposal, conforming to this solicitation, will be most advantageous to the RCKC according to the criteria outlined herein. The RCKC reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
2. All Bid awards must be approved by the Board of County Road Commissioners of the County of Kalamazoo.
3. Notification of award will be in writing by the RCKC Finance Director, and a Purchase Order will be issued. Upon notification, the Vendor shall submit to the RCKC Finance Director all required insurance certificates and other such documentation as may be requested or required hereunder.
4. Work shall NOT be started until RCKC has received all required documentation as prescribed hereunder including the insurance certificates. Work shall NOT be started until the Purchase Order is received by the Vendor.
5. Unilateral changes in proposal prices by the Vendor shall not be allowed. However, the RCKC at its sole option, reserves the right to negotiate with Vendor.

B. DISCLOSURE OF PRICE DETERMINATION

After contract award, a summary of total price information for all submissions will be available for review by those Vendors participating in the bid/RFP.

C. REQUEST FOR PROPOSAL AND CONTRACT

The contract will consist of all documents relating to this bid/RFP in combination with a purchase order issued by RCKC. The documents include, but are not limited to, the notice to bidders, terms and conditions, specifications, addenda's if issued, the vendor's bid proposal and certification. RCKC does not intend to sign any contract drafted by the selected Vendor.

D. SUBCONTRACTORS - NON-ASSIGNMENT

Vendor shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Vendor shall cooperate with the RCKC in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Vendor hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of the RCKC.

E. TAXES

The RCKC is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or Vendor may not be exempt from said taxes and the RCKC is making no representation as to any such exemption.

F. INVOICING AND PAYMENTS

Vendor is required to submit an invoice at minimum monthly for the work completed during the preceding month (unless otherwise specified in bid proposal document). The invoice line item detail shall appropriately reference and correspond to the RCKC project number (as applicable), purchase order number, and purchase order line numbers. Invoice unit rates and prices are to equal the purchase order. Failure to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Vendor unpaid for further documentation.

RCKC provides two methods to submit invoices, electronically or hard copy by mail.

Electronic invoice are to be submitted to ap@kalamazoocountyroads.com. All invoices are to be clearly addressed to the FINANCE DEPARTMENT. Invoices will be processed for payment within thirty (30) days of receipt and authorization.

G. CHANGES AND/OR CONTRACT MODIFICATIONS

The RCKC reserves the right to increase or decrease services or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Vendor and the RCKC.

Changes of any nature, after contract award, that reflect an increase or decrease in requirements or costs shall not be permitted without prior written approval by the RCKC.

H. LAWS, ORDINANCES AND REGULATIONS

This agreement shall be governed by the laws of the State of Michigan.

The Vendor shall keep fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Vendor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Vendor.

I. INDEPENDENT PRICE DETERMINATION

1. By submission of a proposal, the Vendor certifies as to its own organization that in connection with this proposal:
 - a. The prices in the proposal have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Vendor, and will not knowingly be disclosed by the Vendor, prior to award, directly or indirectly to any other Vendor, or to any competitor; and
 - c. No attempt has been made or will be made by the Vendor to entice any other person or Vendor to submit, or not to submit, a proposal for the purpose of restricting competition.

2. Each person signing the proposal certifies that either:
 - a. They are the person(s) in the Vendor's organization responsible within the organization for the decision as to the prices being offered in the proposal, and that they have not participated, and will not participate, in any action to A. AWARD OF CONTRACT 1, 2 and 3, above; or
 - b. They are not the person(s) in the Vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to A. AWARD OF CONTRACT 1, 2, and 3 above, and, as their agent, do hereby so certify, and that they have not participated, and will not participate, in any action contradictory to A. AWARD OF CONTRACT 1, 2, and 3, above.
3. A proposal will not be considered for award if the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify A. AWARD OF CONTRACT 1, 2, or B. DISCLOSURE OF PRICE DETERMINATION, above. If A. AWARD OF CONTRACT 2 has been modified or deleted, the proposal will not be considered for award unless the Vendor furnishes, with the proposal, a signed statement that sets forth in detail the circumstances of the disclosure, and the Finance Office determines that such disclosure was not made for the purpose of restricting competition.

J. RIGHT TO AUDIT

The RCKC or its designee shall be entitled to audit all of the Vendor's records, and shall be allowed to interview any of the Vendor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

1. Vendor's compliance with contract requirements,
2. Compliance with provisions for pricing change orders, invoices or claims submitted by the Vendor or any of their payees.

K. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the RCKC, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising there from.

L. DEFAULT

The RCKC may at any time, by written notice to the Vendor, terminate this contract and the Vendor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

1. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
2. Failure to perform the services within the time specified herein, or any extension thereof.
3. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
4. Failure to perform in compliance with any provision of the contract.
5. Standard of Performance - Vendor guarantees to provide the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

In the event of any breach of this contract by the Vendor, the Vendor shall pay any cost to the RCKC caused by said breach including but not limited to the replacement cost of such services with another Vendor.

The RCKC reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Vendor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the RCKC may bar the Vendor from being awarded any future RCKC or RCKC contracts.

M. INDEPENDENT CONTRACTOR

At all times the Vendor, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as RCKC employees. The Vendor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Vendor's employees and the right to hire, fire and discipline their employees and workers.

N. PROJECT CONTROL

The Vendor will perform the work under the direction and control of Administrative Assistant of Operations, Michelle Podgorski, (269) 381-3170 ext. 226, mpodgorski@kalamazoocountyroads.com for the RCKC.

O. INSPECTION OF WORK SITE

Before submitting bids for their work, the Vendor shall be responsible for examining the work site (when applicable) and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently in behalf of the Vendor for any negligence on his/her part.

P. RESPONSIBILITIES

The RCKC agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the RCKC agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time.

Q. TERMINATION

The RCKC may terminate this Agreement by giving written notice at least thirty (30) days prior to the date of termination.

1. In the event of such termination by the Vendor, the RCKC, together with any other remedies that are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the RCKC or another Vendor. In the event that the RCKC incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the RCKC shall be entitled to deduct such expenses from any unpaid amount due to the Vendor under this agreement.
2. In the event of such termination by the RCKC, the RCKC shall pay the Vendor for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Vendor is not otherwise compensated.

R. USE OF DOCUMENTS AS APPLICABLE

Provided to the RCKC: All plans, drawings and specifications provided to the RCKC under this Agreement shall become property of the RCKC and shall be deemed public records as required by Michigan law. The RCKC shall be entitled to use such documents for its own municipal purposes only, and shall have no authority to sell them at a profit to any third party. Any use of such documents by the RCKC for municipal purposes not related directly or indirectly to the scope of the services provided for by this Agreement shall create no liability for the Vendor, and the RCKC agree to indemnify and hold the Vendor harmless from any and all reasonable damages, losses, attorney fees, costs, and/or reasonable expenses which the Vendor may incur as a result of such use by the RCKC.

S. OWNERSHIP OF DOCUMENTS

All electronic documents and database systems prepared under the terms of this proposal/contract shall be delivered to and become the property of the RCKC.

T. CONFLICT OF INTEREST

The Vendor shall not be allowed to work as a contractor or sub-contractor on any project within the scope of this contract that constitutes a conflict of interest.

U. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

V. INSURANCE

VENDOR shall furnish certificates of the following coverage to the RCKC.

1. Without limiting its liability under the Contract, VENDOR shall procure and maintain insurance, at its expense, during the life of the Contract of the types and in the minimum amounts stated in **Exhibit A**.
2. The Comprehensive General Liability policy shall also include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by VENDOR under the Contract with limits not less than those specified above. The Certificate of Insurance to be furnished there under shall reflect such coverage.
3. The VENDOR shall hold harmless from and indemnify the Kalamazoo County Road Commission, its agents, officers, board members, and employees against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, or negligent acts of the VENDOR, or any person employed under said VENDOR during the performance of this Contract or in any matter related thereto.
4. All insurance coverage required to be furnished by VENDOR shall be written by a company or companies licensed to do business in and to insure risks incurring in the State of Michigan. Wherever umbrella coverage is required to comply with limits specified, the umbrella policy shall include all coverage requirements. Before commencing any work, certificates in triplicate, satisfactory in all respects, evidencing the maintenance of said insurance, shall be furnished and shall contain the following statement:

"The insurance will not be canceled nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insurance, without first giving thirty (30) days notice in writing as evidenced by return receipt or registered or certified mail."

Certificate must indicate "The Board of County Road Commissioners of the County of Kalamazoo, the Kalamazoo County Road Commission and their officers, agents, and employees, are named as additional insured parties as their interest may appear."

The insurance certificates indicated above shall be submitted within ten (10) workday days of notification of award and prior to the execution of any work under this contract.

It shall be the Vendor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts; prior to the time such subcontractor proceeds to perform under the contract.

5. Comprehensive professional (errors and omissions) liability insurance with limits no less than \$500,000 aggregate which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the Vendor shall maintain such insurance during the life of the contract.

Exhibit A

INSURANCE REQUIREMENT

It is the policy of the Board of County Road Commissioners of the County of Kalamazoo (Board) that any contractor or person working within the public county road right-of-way is required to obtain a permit to construct, operate, use and/or maintain within a county road right-of-way, under the jurisdiction and control of the Board.

INSURANCE REQUIREMENTS FOR ALL PERMITTED ACTIVITIES PERFORMED BY CONTRACTORS

(Except residential driveways, transport and miscellaneous permits)

General Liability \$ 2,000,000 each occurrence (Recommended)
 \$ 1,000,000 each occurrence (Minimum)

In addition, the General Liability insurance shall be endorsed to add the Board as an “Additional Insured Party” on the policy. The endorsement should include the wording that includes:

“The Board of County Road Commissioners of the County of Kalamazoo, the Road Commission of Kalamazoo County and their officers, agents, and employees, are named as additional insured parties as their interest may appear.”

Automobile Liability - Bodily Injury and Property Damage

\$ 2,000,000 each occurrence (Recommended)
\$ 1,000,000 each occurrence CSL (Minimum)
\$ 500,000 BI per person

WORKERS’ COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

Workers’ Compensation Insurance – Part I

Statutory Limits

Employers Liability Insurance – Part II

\$500,000 Each Accident

\$500,000 Disease - Each Employee

\$500,000 Disease - Policy Limit

INSURANCE REQUIREMENTS FOR RESIDENTIAL DRIVEWAY AND MISCELLANEOUS PERMITS PERFORMED BY HOMEOWNERS AND/OR RESIDENTIAL WORKSITE LANDOWNERS

Homeowners Policy with Binder on primary residence and the worksite property:

Bodily Injury and Property Damage \$500,000 (Minimum Recommended)

AND/OR

“Owner’s Protective Policy” with completed operations coverage language for short-term installation of culvert and/or driveway construction or other operation described.

The goal of the Board insurance requirements is to assure that any action brought as a result of the permittee's activities in the public road right-of-way will be defended by and paid for by permittee's insurance carrier and will not result in action or settlement against the Board. However, this amount is subject to change as the commission's estimate of the exposure to risk and resultant claims amount may change.

Adopted: 8/9/94

Amended: 1/4/11

BID PROPOSAL

Bid # 2015-24: Document Scanning and Database Services

_____ proposes to provide Document Scanning and Database
Contractor Name

Services at the stated bid price below in accordance with all the requirements, specifications, terms and conditions provided herein:

	<u>Unit Price</u>	<u>Number of Units</u>	<u>Total</u>
Large Format Plan Sheet Scan 16,800 documents	\$_____	16,800	\$_____

Other Document Scanning Unit Pricing

Assume total document quantity of 17,000 or more
Assume similar requirements and specifications.

	<u>Unit Price - Each</u>
<u>8 1/2" X 11" scanned documents</u>	\$_____
<u>8 1/2" X 14" scanned documents</u>	\$_____
<u>11" X 17" scanned documents</u>	\$_____

List any exceptions to specifications here within this bid document below:

This page must be submitted with vendor bid. Failure to do so may disqualify vendor bid.

QUALIFICATIONS QUESTIONNAIRE (Page 1 of 3)
Bid # 2015-24: Document Scanning and Database Services

Please answer the following questions completely. You are not required to submit your answers on this form. Additional information (brochures, illustrations, etc.) may also be submitted. If not using this form, please follow its format.

1. Firm name: _____

2. Established: Year _____ State _____

3. Type of organization:

a. Individual: _____ b. Partnership: _____

c. Corporation: _____ d. Other. _____

4. Former firm name(s) if any, and year(s) in business:

5. Home office business address, primary email address and telephone number:

6. Branch office(s) if work will be performed there: (if applicable)

7. Personnel who will be working on this project. Attach resumes of key personnel: (if applicable)

NAME AND TITLE	SPECIALTY	YEARS EXPERIENCE
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

QUALIFICATIONS QUESTIONNAIRE (page 2 of 3)
Bid # 2015-24: Document Scanning and Database Services

8. Total personnel _____

9. Provide your understanding of the project and any special qualifications that your firm brings to the project.

10. Provide a proposed project schedule to show the key project tasks milestones.

11. Provide a description of the hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.

12. Provide a list of security measures your company follows to safeguard your customer's the information, documents and electronic files.

QUALIFICATIONS QUESTIONNAIRE (page 3 of 3)
Bid # 2015-24: Document Scanning and Database Services

13. Please provide your Company procedures, in detail, for scanning and converting documents. Please include the quality measures utilized.

14. If the contract was awarded, would you choose to perform scanning service on-site?
Yes or No
If yes, how many square feet of space would be required to perform your services on-site?
_____ sq. ft.

15. Identify any additional professional consulting service(s) your firm would utilize to work on this project and their expected role(s).

16. Do you, or your employee(s) (if selected) require any additional accommodation in order to perform the requested services? Yes or No _____
If yes, please describe accommodations needed.

Questionnaire and attachments must be submitted with vendor bid. If not utilizing this form, please follow its format. Failure to do so may disqualify vendor bid.

REFERENCE INFORMATION (page 1 of 2)
Bid # 2015-24: Document Scanning and Database Services

Contractor: _____ Date: _____

Contractor must provide four (4) or more references of whom they have previously contracted for with similar services, requirements and quantities as described in this solicitation within the past five years.

Company Name:	
Address:	
Project Contact / Title:	
Phone Number:	
Email Address:	
Project Summary:	

Company Name:	
Address:	
Project Contact / Title:	
Phone Number:	
Email Address:	
Project Summary:	

Company Name:	
Address:	
Project Contact / Title:	
Phone Number:	
Email Address:	
Project Summary:	

REFERENCE INFORMATION (page 2 of 2)

Bid # 2015-24: Document Scanning and Database Services

Company Name:	
Address:	
Project Contact / Title:	
Phone Number:	
Email Address:	
Project Summary:	

Company Name:	
Address:	
Project Contact / Title:	
Phone Number:	
Email Address:	
Project Summary:	

This page must be submitted with vendor bid. Failure to do so may disqualify vendor bid.

CERTIFICATION

Bid # 2015-24: Document Scanning and Database Services

By my signature, I hereby state that all of the information I have provided is true, accurate, and complete, and that I have read and I agree to be bound by the requirements, terms and conditions. I hereby state that I have the authority to submit this proposal, which will become a binding contract if accepted by the Road Commission of Kalamazoo County (RCKC). I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, or offered/accepted anything of value to/from an official or employee of the RCKC that would tend to destroy or hinder free competition.

Company Name	
Your Name	
Title	
Taxpayer ID	
Street Address	
RCKC, State, Zip	
Telephone/Cell	
Fax Number	
Email Address	
Date	
Signature	

The RCKC will use the firm's identification information provided for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to another firm, please provide a complete explanation on your letterhead and attach to your proposal. Please provide for accounts payable purposes:

Remittance Address: _____
(if different than above)

Account Payable Contact: _____

Account Payable Email Address: _____

This page must be submitted with vendor bid. Failure to do so may disqualify vendor bid.

EXTENDED PURCHASING
Bid # 2015-24: Document Scanning and Database Services

Contractor: _____ Date: _____

During the term of the agreement resulting from this Request for Bids, the Road Commission of Kalamazoo County would like to afford the same prices, terms and conditions to other local governments, road commissions, and public schools located within Kalamazoo County or the State of Michigan even though their requirements are not included in the quantities listed on the Bid.

Please indicate your willingness to extend your prices to other local governmental entities and public schools by checking the corresponding statement below.

Your response, either to extend or not to extend your prices, will not have an effect on the evaluation of your bid.

_____ I agree to extend my prices

_____ I do not agree to extend my prices