

COUNTY OF COLE - MISSOURI



REQUEST FOR BID

2024-19: BOOK PRESERVATION, COLE COUNTY RECORDER OF DEEDS

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, AUGUST 15th at 3:00 p.m. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Corporate Address

Title

Local Address

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this invitation, all attachments and the contents of any addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2024-19 BOOK PRESERVATION, COLE COUNTY RECORDER OF DEEDS

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 3:00 p.m. on Thursday, August 15, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jessica Bryant at jbryant@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: July 14, 21, 28

Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

REQUEST FOR BID

1.0 OVERVIEW

1.1 NOTIFICATION. This document constitutes a request for competitive, sealed offers per the Terms and Conditions of bidding and any special conditions set forth herein for providing scanning services referring to a book preservation project for the Cole County Recorder of Deeds Office. This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions identified for the provision of services as described herein.

Respondents are responsible for being thoroughly familiar with all specifications and requirements stated herein. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are requested to prepare an offer in response to this invitation and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled "EXCEPTIONS" and certify that if awarded a contract, will make no claim against the County based upon unfamiliarity of or misunderstanding of the specifications.

1.2 PRE-BID MEETING. No pre-bid meeting is anticipated at this time.

1.3 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION. Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **in writing (via email)** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jessica Bryant
jbryant@colecounty.org

As of the issuance date of this invitation and continuing until the final date for acceptance of submissions, **all respondents or potential respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this invitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County official or employee questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

1.4 SUBMISSION REQUIREMENTS. A fully executed bid, including the specification pages comprising this invitation and any related illustrative documentation and/or all issued addenda shall be:

- Be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- Be complete and signed by an official authorized to obligate the agency or company submitting the bid;
- Inclusive of one (1) complete original bids and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

- 1.5 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this invitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of the County is that which is issued in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether addenda have been issued prior to submitting an offer and to incorporate that information into their response; the County assumes no liability for respondents' failure to do so. Further, failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.6 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers at 311 East High Street, Room 200, Jefferson City, Missouri on Thursday, August 15 at 3:00 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

- 1.7 **ADVICE OF AWARD.** Upon bid award by the Cole County Commission, award notification letters with a bid tabulation summarizing responses received will be sent via email to all parties that submitted a response to this invitation.

2.0 TERMS AND CONDITIONS

- 2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent. Any such exception shall be clearly identified and described in full detail in the respondent's submission. Exceptions will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appears to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain "like or similar" product(s) and/or service(s) to that which has been specified herein when use of such product or service is deemed in the best interest of the County of Cole
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Cole County, will render the bid informal and may cause its rejection.
- 2.12 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such

respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.

- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Pricing submitted shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the successful respondent upon request.
- 2.15 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.16 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or service if delivery is not made or work not started as guaranteed.
- 2.17 **DEFAULT.** The County reserves the right to cancel any or all of an order or contract if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must contact the County to notify of said delay and arrange an alternate schedule if agreeable to the County. In case of default by the bidder or contractor, the County may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.18 **REGULATIONS.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules, regulations and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. The awarded party shall bear the responsibility to apply for, pay for, and obtain any permit, license, and/or inspection required.
- 2.19 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in pricing.
- 2.20 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.21 **EVALUATION.** The County’s sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 2.22 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest. The three buildings (Cole County Public Works, Cole County Health Department, and Prenger Family Center) are being bid separately; but Cole County may award them to the same bidder. Meaning, one building could get

awarded to one vendor and the other awarded to a different vendor; or all three to the same vendor. A staff recommendation will be made to the Cole County Commission who will ultimately make the award decision.

- 2.23 **ASSIGNMENT.** The selected company shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the company of its obligations under this Contract unless specifically stated in writing by the County.
- 2.24 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.25 **CHANGE ORDERS.** The final contract between Cole County and the successful respondent will include, by reference, the awarded party's response and the specifications of this invitation. The County may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the accepted plans and specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Cole County Commission, authorizing and directing such changes or departures. All unauthorized work, and the correction of such work, shall be at the successful respondent expense. No other individual is authorized to modify the contract in any manner.
- 2.26 **COLLUSION CLAUSE.** Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.
- 2.27 **ANTI-DISCRIMINATION AGAINST ISRAEL ACT.** The contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the law of the State of Israel; or persons or entities doing business in the State of Israel.
- 2.28 **COMPLIANCE WITH APPLICABLE LAW.** The contractor must agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by an agency of such governmental units, which are not or hereafter promulgate insofar as they relate to the contractor's performance of the provisions of the agreement. It shall be the obligation of the contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.
- 2.29 **INDEMNITY AGREEMENT.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Failure to maintain the required insurance in force may be cause for contract termination. In the event the

Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

2.30 **COMPLIANCE WITH EMPLOYMENT LAWS.** In connection with the furnishing of supplies or performance of work under this Contract, the company agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder. Respondents are informed pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5000.00), the successful bidder shall, by sworn affidavit and the provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful Respondents shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

2.31 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City, and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.32 **CONTRACT TERMINATION.**

2.32.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.32.2 TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.36 FEDERAL WORK AUTHORIZATION PROGRAM. Proposers that meet the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, providing services exceeding \$5,000, shall maintain enrollment and participation in a federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Proposer's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Proposer shall, prior to the performance of any services as a business entity under the contract enroll and participate in a federal work authorization program such as E-Verify.

Proposers must, by sworn affidavit and provision of documentation (copy of the E-Verify Memo of Understanding Electronic Signature Page), affirm their enrollment and participation in a federal work authorization program. Proposers shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See Affidavit of Compliance with E-Verify Document.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.e-verify.gov/>.

3.0 SCOPE OF WORK

3.1 OVERVIEW. Cole County is seeking to obtain a contractor to provide scanning services involving book preservation for the Cole County Recorder of Deed's Office. This will involve scanning 25 to 35 books of record that will be digitized and added to the records management system in the Cole County Recorder of Deeds Office. For information on the books of record to be digitally preserved see the Book Inventory list.

The ultimate goal of this project will be to increase efficiency, improve customer service, preserve vital records from damage, and effectively archive records in a manageable inventory for the Cole County Recorder of Deeds Office. The proposed amount of work specified herein is based on history but it must be understood that the amounts are estimates and averages. Contractors responding to the

RFP are required to quote fixed prices for specified work that includes all cost to perform the services, equipment, labor, and support; including food, travel, lodging, materials and supplies required to perform the work specified in this RFP.

3.2 **BACKGROUND INFORMATION.** The Cole County Recorder of Deeds is an elected official who officiates over an office that serves as a repository for public records relating to real estate, the Uniform Commercial Code, marriage licenses, tax liens, servicemen discharges, and miscellaneous documents. The service function of the office includes verification of documents presented for record, a cross-referencing retrieval system, and a permanent retention and preservation of records for public use.

3.3 **PROJECT SPECIFICATIONS AND REQUIREMENTS.** The Contractor must comply with the following specifications and requirements:

3.3.1 The Preservation Project must meet the Local Records Guidelines which are based on regulations of the American National Standards Institute (ANSI).

3.3.2 The Contractor must submit references from at least three (3) County offices, with contact information for each reference. Include details of similar successful projects within the past five years with proposal.

3.3.3 All real books of record must be treated in a confidential manner.

3.3.4 All real books of record will be scanner for digitization.

3.3.5 If work is done offsite then all real books of record must be returned to the local entity in original arrangement unless otherwise agreed upon.

3.3.6 Any pages found with addenda that obscures recorded information must be scanner with and without the addenda unless otherwise agreed upon.

3.3.7 All digital images must be legible, correctly oriented (right side up) and cropped.

3.3.8 Any photo-stat (white lettering on black background) pages shall be inverted back to black lettering on white background and all recording strips, or section of the images inverted correctly to match the rest of the page with black lettering on white background.

3.3.9 Images with black borders must have the border removed or inverted.

3.3.10 Volume name indexing should conform to current county standards.

3.3.11 All record book images that have more than one document/instrument per image, must have the image split into multiple images, so that all images from each document/instrument can be grouped together into a single multi-page TIF image.

3.3.12 Images and data must conform to the requirements for import into records management system used by the Cole County Recorder of Deeds Office.

3.3.13 Any books with folio pages shall have the left and right pages stitched together into a single TIF image.

- 3.3.14 Any missing pages must be located, scanned and inserted into the proper place within the job. If pages are found to be missing and cannot be located, the missing pages or page ranges shall be indicated with an image stating so on the final book inventory project.
- 3.3.15 All raw scans of images (color or grayscale JPG images) for each books must be delivered in folders with the book name used for the folder name. Each image must be named according to the actual page number for that page. These images shall be delivered to the county on an external USB drive.
- 3.3.16 A book inventory of the real books scanned and indexed for this project shall contain the following elements upon delivery:
- Book name/number
 - Final page count
 - Missing pages or page ranges
 - Other notes – for example if pages are found to be missing, the pages should be listed but noted as not found.
- 3.3.17 Digital images for this project must also be delivered in the following:
1. Deliverable 1 – Contractor will need to coordinate with local entity’s software purveyor, (iCounty) so importing of images and creation of documents are done correctly.
 - Images must be identified and split into documents per requirements for importing as documents.
 - Images shall be 300 dpi Group IV TIFF images.
 - One page per image frame.
 2. Deliverable 2 – Digital images must be organized into folders onto a hard drive for Local Records.
 - Contractor shall submit images in either **TIFF OR JPEG format (TIFF preferred)**.
 - In either **Grayscale or bi-tonal**.
 - One image per frame.
 - Title/Box target for each new volume/box.
 - Blank pages not scanned target (if applicable).
 - Poor quality statement target (if applicable).
 - Additional bibliographic targets (if applicable).
 - New file begins (if applicable).
 - Include invoice that lists the Local Grant Number, County, and record series.
 - Include a listing or records included on the hard drive and must be organized according to record, volume, year that are included in the folder.
- 3.3.18 The Contractor must retain a copy of the resulting digital files and deletions of said copies is contingent upon acceptance by the Recorder of Deeds.
- 3.3.19 The Contractor shall re-digitize any product not meeting quality control checks or standards at no additional cost.
- 3.3.20 The Contractor shall provide a copy of requested records information within 24 hours unless otherwise agreed upon.

- 3.3.21 Local Records must inspect hard drive material for quality control.
- 3.3.22 The Contractor will allow inspection of the contractor's process at the request of the County.
- 3.3.23 The Contractor must promptly correct and/or re-scan all completed work rejected by the County faulty, defective, or failing to conform to specification contained herein. The contractor must bear all costs of correcting and/or re-scanning such rejected work.
- 3.3.24 The Contractor must visually inspect 100% of the TIFF images for poor quality. The County will review and inspect most images.
- 3.3.25 If books or pages require sorting or preparation, the contractor shall sort and prep them.
- 3.4 **WARRANTY.** The Contractor warrants that the work including equipment and materials provided must conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the RFP, the contractor warrants that all equipment and materials provided must be new. If the contractor is notified in writing of a fault, deficiency or error in the work provided within one (1) year from completion of work, the contractor must, at the County's option, either re-perform such portions of the work to correct such fault, defect or error, at no additional cost to the County, or refund the County, the charge paid by the County, which attributable to such portions of the faulty, defective or erroneous work, including the costs for re-performance of the work provided by other contractors.
- 3.5 **TIMELINE.** The County would like to start this project as soon as possible. The work must be completed by April 25, 2025
- 3.6 **INSURANCE REQUIREMENTS.** The Contractor must not commence work under the contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor must the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies must be in amount(s), form(s), and company(ies) satisfactory to the County. **Insurance limits indicated below may be lowered at the discretion of the County.**
- 3.6.1 The Contractor must purchase and maintain in force, at its own expense, property insurance covering any loss or damage of the County owned records.
- 3.6.2 **Compensation Insurance:** The Contractor must take out and maintain during the life of the contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the contractor must require the subcontractor similarly to prove Worker's Compensation Insurance for all of the latter's employees such employees are covered by the protection afforded by the contractor. Worker's Compensation coverage must meet Missouri statutory limits. Employer's Liability limits must be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under Worker's Compensation Statute, the contractor must provide and must cause each subcontractor to provide Employer's Liability Insurance for the protection of their employees not otherwise protected.
- 3.6.3 **Compensation General Liability Insurance:** The Contractor must take out and maintain during the life of the contract, such comprehensive general liability insurance as must protect

them and any subcontractor performing work covered by the contract, from claims for damaged for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance must be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involved any underground/digging operations, the general liability certificate must include X, C, AND U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage Insurance must also be included.

- 3.6.4 The Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an additional insurance on the umbrella or excess liability unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on the Follow Form basis.
- 3.6.5 **Business Automobile Liability:** The Contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 3.6.6 **Subcontractor:** The Contractor shall cause each subcontractor to purchase and maintain insurance of the type and amounts specified herein. Limits of such coverage may be reduced only upon written agreement by the County. The contractor shall provide the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 3.6.7 **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as an Additional Insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal, or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 3.6.8 **Indemnity Agreement:** To the fullest extent permitted by law, the contractor must indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (included but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County from its own negligence.

- Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

BID NUMBER 2024-19
BOOK PRESERVATION

REFERENCES

To be considered qualified by the County for the work contemplated herein, the respondent must have had completed a minimum of five (5) projects of similar size and scope over the past two (2) years. For the purpose of verifying quality of service, please list customer references that the County may contact.

REFERENCE ONE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE FOUR

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE FIVE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

**Affidavit of Compliance with Section 285.525-285.550 RSMo
For All Services in Excess of \$5,000.00**

State of _____)
County of _____) ss

I, _____, am an authorized agent of _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County of Cole. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program (signature page of the MOU with Homeland Security) is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant Date

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

If bidder is an individual and does not have any employees of any sort, complete this section.

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date Signature

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Sample E-Verify Memo of Understanding – MOU Electronic Signature Page



Company ID Number: XXXXXXXX

Approved by:

Employer <i>Your Company Name</i>	
Name (Please Type or Print) <i>John Doe</i>	Title
Signature <i>Electronically Signed</i>	Date <i>11/30/2023</i>
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/30/2023

BID NUMBER 2024-19

BIDDER RESPONSE FORM

Every contractor must complete a bidder response form. Be sure to include all material, labor, equipment cost, etc. within the bidder response form.

Prices quoted shall include the cost of all required materials and operations necessary for the competed project in accordance with the specifications provided.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE / UNIT</u>	<u>TOTAL</u>
DIGITIZATION OF BOUND BOOKS	PER IMAGE FOR 25 BOOKS	\$	\$
	PER IMAGE FOR 35 BOOKS	\$	\$
INDEXING IMAGES BY VOLUME/PAGE	PER IMAGE FOR 25 BOOKS	\$	\$
	PER IMAGE FOR 35 BOOKS	\$	\$
SPLITTING IMAGES CONTAINING MULTIPLE DOCUMENTS	PER IMAGE FOR 25 BOOKS	\$	\$
	PER IMAGE FOR 35 BOOKS	\$	\$
GROUP IMAGES BY DOCUMENTS TO MULTIPAGE TIF	PER IMAGE FOR 25 BOOKS	\$	\$
	PER IMAGE FOR 35 BOOKS	\$	\$
DATA PREPARATION	PER IMAGE FOR 25 BOOKS	\$	\$
	PER IMAGE FOR 35 BOOKS	\$	\$
DATA EXPORT	PER PROJECT FOR 25 BOOKS	\$	\$
	PER PROJECT FOR 35 BOOKS	\$	\$
TRAVEL	PER PROJECT	\$	
OTHER			
OTHER			
PROJECT TOTAL FOR 25 BOOKS=		\$	
PROJECT TOTAL FOR 35 BOOKS=		\$	

Cooperative Procurement: The vendor should indicate by checking “Yes” or “No” in the indicate space if the vendor will honor submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Cole County, Missouri.

_____Yes _____ No

Estimated Start Date: _____

Estimated End Date: _____

Company Name: _____

Address: _____

Telephone: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Email Address: _____

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.