



INVITATION TO BID

Washington County, Arkansas

RETURN BID TO: Washington County Purchasing Office.
280 North College Ave., Suite 530
Fayetteville, AR 72701

It is the responsibility of bidder to read and comply with all conditions listed on following page

BID NUMBER: 2010-02 **COMMODITY CLASSIFICATION:** Records Management Service
DATE & TIME BIDS DUE IN BY: Wednesday, January 27, 2010 @ 4:30 PM
DATE & TIME OF BID OPENING: Thursday, January 28, 2010 @ 9:00 AM
DEPARTMENT: Archives/Records **CONTACT:** Jody Gamble, Purchasing Director

Washington County is seeking bids from qualified Records Management Service Bureaus to assist the county with some of its ongoing archives and records management needs. To include preservation microfilming and digitizing, long-term storage and indexing of select county records, and regular certified destruction of records, that no longer need to be kept.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Washington County Purchasing Department on or before the specified date and time. The County will in no way be responsible for delays caused by any occurrence. The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the opening date and time be considered.

Offers by telephone, telegram, or fax will not be accepted. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

Award of this bid is contingent upon the appropriation of funds by the Washington County Quorum Court. It is the responsibility of the bidder to read and comply with all terms and standard conditions listed on the following pages.

Questions regarding merchandise should be directed to the Tony Wappel, Records Manager at @479-444-1646. Questions regarding bid and bid procedures should be directed to the Jody Gamble @ 479-444-1707 or Kathy Riley @479-444-1669

Washington County is an Equal Opportunity Employer

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:
BUSINESS ADDRESS, STREETS:	CITY:	STATE: ZIP
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
EMAIL ADDRESS: _____		

ARKANSAS SALES OR USE TAX NUMBER: _____ STATE CONTRACTORS LICENSE NUMBER: _____

BID MUST INCLUDE ONE (1) ORIGINAL AND FOUR (4) COPIES.

TERMS AND STANDARD CONDITIONS
PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid".
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay **both taxes** directly to the Arkansas State Revenue Dept.
3. Discounts offered will be taken when the County qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance; whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid", the brand and/or model must be listed and descriptive literature attached to bid document.
5. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this "Invitation to Bid" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
7. Samples of items when required must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of Washington County.
8. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
9. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
10. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
11. Quality, time and probability of performance may be factors in making an award.
12. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
13. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
14. The bid number must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will not be considered or counted in the tabulation.
15. When noted, the Vendor is to supply Washington County with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the County be responsible in case of accident.
16. When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid.
17. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
18. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
19. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
20. All bids must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
21. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
22. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this purchase order is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this purchase order including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued there under, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued there under, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended , and executive orders issued there under, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this purchase order from complying with such laws and regulations.

1. LICENSING REQUIREMENTS, STATE REGULATIONS:

- A. This project is subject to the Arkansas Prevailing Wage Rate law (Arkansas Code Arm. 22-9-309C). Not less than the prevailing hourly rate shall be paid to all workers performing work on this project.
- B. All bids are required to include a Bid Security with the bid. Make Bid Security payable to Washington County, Arkansas in an amount equal to five percent (5%) of the bid sum. Bid Security may be in one of the following forms:
 - 1. **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas
 - 2. **Certified Check**, or a **Cashier's Check**.
 - 3. **Letter of Credit** from the vendors Bank.

The successfully bidder's Bid Security will be retained until he has signed the contract agreement and furnished the required insurance certificates, and furnished Performance and Payment bonds, if required.

- C. The owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the owner will retain his Security as liquidated damages, but not as a penalty.

2. INSURANCE

All bids must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the Invitation to Bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County.

- A. Workers Compensation: As required by the State of Arkansas.
- B. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract
- C. **Minimum** shall be the total amount of contract.

3. SPECIFICATIONS

The Records Management Service who is awarded this RFB must meet or exceed the following specifications.

3.1 Vendors are to supply Washington County with a list of at least ten references, three of which are governmental. The list should include the company names, addresses, persons to contact, telephone numbers, and when service was provided to them. Special consideration should be given to include clients of similar size and business orientation to that of Washington County, Arkansas.

3.2 Vendors should submit a copy of the contract that would be required for the procurement. Reference page 2, items 21 & 22.

3.3 Vendor must submit an itemized pricing schedule. This pricing schedule will agree with the Bid Form of Section 4 and should include:

3.3.1 Microfilming - per image filmed price.

3.3.2 Storage of records and indexing - per box or cubic foot stored price.

3.3.3 Certified destruction of records - per pound destroyed price.

3.3.4 Scanning / digitizing.

3.3.5 Cost of optional features, if any, available to Washington County or necessary to meet Washington County requirements.

3.4 Copy select county records onto 16 mm microfilm or microfiche jacket, depending upon records group being filmed. Master copy of microfilm should be silver based.

3.4.1 Vendor must store master copies of film in their secure, on-site temperature and humidity-controlled vault.

3.4.2 Microform processing shall meet or exceed ANSI requirements, including requirements for document density and contrast.

3.4.3 Vendor must provide for daily pickup and delivery of active records being film.

3.4.4 Vendor will be bonded and will carry valuable paper insurance

3.4.5 Store records in a secure, temperature and humidity controlled area.

3.4.6 Records must be inventoried as to record group, quantity, and location for rapid access to records.

3.4.7 Records access must be available to pre-approved county employees 24 hours a day 7 days a week.

3.4.8 Vendor must be located in Northwest Arkansas to facilitate easy on-site visits of county personnel.

3.5 Regularly destroy county records no longer required to be kept.

3.5.1 Vendor will provide for the confidential shredding of records no longer required to be kept.

3.5.2 Persons involved in shredding will guarantee confidentiality of records.

NOTE: In addition to the above mention items that must be submitted with your bid, be sure to include the following:

a. One (1) original and four (4) copies of your SIGNED bid.

b. A bid bond as outlined in item 1 B on page 4.

c. Proof of insurance as outlined in item 2 on page 4.

d. Signed contract include two originals if you must have originals for your files.

4. RECORDS MANAGEMENT COSTS

4.1 MICROFILMING \$ _____ **cost per image filmed**

4.2 SCANNING / DIGITIZING..... \$ _____ **cost per image**

4.3 STORAGE OF INACTIVE RECORDS\$ _____ **cost per box or cubic foot**

4.4 RECORDS DESTROYED \$ _____ **cost per pound.**

ATTACH A LIST OF ANY AND ALL OPTIONAL COSTS:

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

COMPANY NAME: _____