

SERIAL 04224 C DIGITAL DOCUMENT ARCHIVE WRITER

DATE OF LAST REVISION: September 24, 2007 CONTRACT END DATE: March 31, 2008

CONTRACT PERIOD THROUGH MARCH 31, 2008

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **DIGITAL DOCUMENT ARCHIVE WRITER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 03, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
 Glenda Holmes, Records Office
 Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **DIGITAL DOCUMENT ARCHIVE WRITER**1.0 **INTENT:**

The intent of this Solicitation is to establish a contract for the purchase of one or more Digital Archive Writers, applicable maintenance, and supplies. Initial requirement of (1) One System is for the Maricopa County Recorders Office. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL SPECIFICATIONS:**2.1 DIGITAL ARCHIVE WRITER – KODAK ~~i9600~~ **i9620** (or equal)**Shall be capable of the following functions:**

- 2.1.1 Accept TIFF image files JBIG, Group III or Group IV compressed.
- 2.1.2 Scale images automatically for 20:1 to 99:1 reduction to readily match image application format requirements.
- 2.1.3 Accept mixed image sizes.
- 2.1.4 Provide image marks and frame annotation (image address).
- 2.1.5 Writer speeds as follows:
 - At 24:1 reduction in comic mode at approximately 90 images per minute.
 - At 40:1 reduction in cine duplex mode at approximately 200 images per minute.
- 2.1.6 Write in single and dual frame formats
- 2.1.7 Write images in positive or negative polarity. (Image marks shall be in negative polarity)
- 2.1.8 Write to one roll or two rolls of film concurrently (two cassettes needed for two concurrent rolls)
- 2.1.9 Accept up to two cassettes concurrently.
- 2.1.10 Accept an unlimited number of different cassettes (e.g. different cassettes possibly representing different applications or jobs)
- 2.1.11 Capable of adding image mark coding to film, up to three levels. To support rapid automated retrieval.
- 2.1.12 Must be NEW, No used or re-manufactured equipment.
- 2.1.13 Must be network ready, without purchase of additional hardware.
- 2.1.14 Must have drivers installed that will interface with MS Windows 2000 and/or Windows XP

2.2 CASSETTES

Shall provide the following:

- 2.2.1 Shall retain image address of the last image written (unless the cassette door is opened)
- 2.2.2 Shall be removable from the Writer and maintain the archive media/microfilm in a light-tight condition.
- 2.2.3 User re-loadable
- 2.2.4 Shall accept ANSI/AIIM standard 16 mm archive media/microfilm supply reels and media.

2.3 WRITER SOFTWARE

Shall provide for the following functions:

- 2.3.1 Operable on workstation with Windows NT OS Version 4.0 with Service Pack 3 or Higher.
- 2.3.2 Graphical user interface.
- 2.3.3 Integration with the capture application.
- 2.3.4 Initiating and terminating any writing session.
- 2.3.5 Allow user to select the following parameters for image writing and formatting on Microfilm:
 - 2.3.5.1 Image Polarity
 - 2.3.5.2 Image Mark Level
 - 2.3.5.3 Image Roll Frame Inclusion
 - 2.3.5.4 Image Reduction Ratio Equivalent
 - 2.3.5.5 Roll Number Identification
 - 2.3.5.6 Starting Image Address
 - 2.3.5.7 Writing header/trailer pages(s) with user comments
- 2.3.6 Merge Capture Software and Film Index information into an ASCII file
- 2.3.7 Create a log to indicate any errors encountered.
- 2.3.8 Provide status to the user of the image file being written: % completed, last image written.
- 2.3.9 Indicate film supply remaining for each cassette.
- 2.3.10 Provide log on the jobs completed.

2.4 ARCHIVE MEDIA

Shall provide the following:

- 2.4.1 Available on standard AIIM/ANSI archive media/microfilm supply spools in the following:
 - 2.4.1.1 16mm x 215 ft rolls at 2.5 mil Nominal thickness or
 - 2.4.1.2 16mm x 100ft rolls at 5.0 mil. Nominal thickness
- 2.4.2 Processed using AIIM/ANSI standard conventional archive media/microfilm processing.
- 2.4.3 High resolution formulation optimizing the quality of images electronically written by the exposure device of the Writer.
- 2.4.4 Process-surviving anti-static backing
- 2.4.5 Material Safety Data Sheet (MSDS) available.

2.5 MAINTENANCE REQUIREMENTS

- 2.5.1 Supplier shall be capable of providing Manufacturer on-site maintenance for contracted equipment during warranty coverage.
- 2.5.2 Supplier shall be capable of providing on-site service agreement for post-warranty coverage.. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.6 TRAINING:

The successful Contractor shall provide a minimum of (8) Eight hours to completely train County personnel in the use and care of the equipment. To be scheduled with vendor at user's discretion.

2.7 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery and applicable expected lead times.

2.8 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;

A description of material shipped, including item number, quantity, number of containers and package number, if applicable

2.9 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition (please see Section 2.10 for Acceptance conditions)

2.10 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have (90) Ninety days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.11 WARRANTY:

The minimum warranty period shall be Twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency. In addition, the County is requesting pricing for additional warranty coverage terms. See Attachment A – Pricing.

2.12 BRAND NAME:

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.13 PRODUCT DISCONTINUANCE (Supplies):

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.13.1 Documentation from the manufacturer that the product or model has been discontinued.

2.13.2 Documentation that names the replacement product or model.

2.13.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.13.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.13.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.14 TRADE-INS:

Contractors are requested to submit prices on trade-in(s). Whether Materials will actually be traded is at the option of Maricopa County.

2.15 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.16 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency.

2.17 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.18 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. (2) Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a Three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of (3) Three, one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.7 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.8.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative and Technical telephone inquiries shall be addressed to:

LONNIE CUNICO, PROCUREMENT CONSULTANT, 602-506-3243
(cunicol@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) electronic copy of pricing on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.14.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.14.2 Pricing pages, MANDATORY (Attachment A)

3.14.3 Agreement page, MANDATORY (Attachment B)

3.14.4 References (Attachment C)

3.14.5 Copies of Catalogs/Pricing Documents (if required)

3.14.6 Literature, Technical and Descriptive

LIN-CUM INC., 3020 W. WINDSOR AVE, PHOENIX, AZ 85009
ARIZONA IMAGING SYSTEMS 2634 S. 16TH STREET, PHOENIX, AZ 85034

C702503/B0700150/NIGP CODE: 2044602

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO _____% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	UNIT PRICE
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2.1 DIGITAL ARCHIVE WRITER (i9620)	<u>\$69,391.73</u>
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2.2 CASSETES	<u>Included</u>
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2.3 WRITER SOFTWARE	<u>Included</u>
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2.4 ARCHIVE MEDIA	<u>Included</u>
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MAINTENANCE COST

2nd Year	<u>\$5,400.00</u>	<u>1 Year Maintenance \$ 5,400.00</u>
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3rd Year	<u>\$14,850.00</u>	<u>2 Year Maintenance \$ 9,405.00</u>
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3.1 Digital Archive Writer (i9610)	<u>\$54,150.00</u>	<u>3 Year Maintenance \$ 14,850.00</u>
Maintenance Cost		<u>1 Year Maintenance \$ 5,047.00</u>
		<u>2 Year Maintenance \$ 10,094.00</u>
		<u>3 Year Maintenance \$ 15,141.00</u>

Terms: NET 30

Vendor Number: ~~W000001439~~ **W000001385** X

Telephone Number: ~~602/462-5200~~ **602-233-1230**

Fax Number: ~~602/462-5201~~ **602-233-1393**

Contact Person: ~~Patricia Pabst~~ **Charles Cummins**

E-mail Address: info@aisweb.us linxum@lincum.com

Certificates of Insurance Required

Contract Period: To cover the period ending **MARCH 31, 2008**