

Request for Proposal

DIGITIZATION AND RETRIEVAL

**LUZERNE COUNTY
DIVISION OF JUDICIAL SERVICES AND RECORDS**

REF #92617RFPROD

LUZERNE COUNTY PENNSYLVANIA

DUE DATE: October 26, 2017 at 4:00PM EST
Luzerne County Purchasing Department
Attention: Mark A. Zulkoski
Penn Place Office Building
20 North Pennsylvania Avenue
Wilkes Barre, Pa 18711
570-820-6337
Mark.zulkoski@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

ATTENTION:

RFPs will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).

All RFPs must be delivered by the time stated in the bid packet.

All RFPs must be delivered to the:

Luzerne County Purchasing Department
20 North Pennsylvania Avenue
Suite 203
Wilkes Barre, Pa 18711

Any questions in regard to the RFP package, please contact Mark Zulkoski at 570-820-6337
Or mark.zulkoski@luzernecounty.org.

ATTENTION:

YOU MUST PRINT THE BELOW ADDRESS AND RFP INFORMATION AND AFFIX TO THE OUTSIDE OF YOUR RFP ENVELOPE. THE RFP WILL NOT BE ACCEPTED IF THIS INFORMATION IS NOT PROVIDED



Luzerne County Purchasing Department
Penn Place Building
Suite 203
20 N. Pennsylvania Ave
Wilkes Barre, PA 18711

All RFP returns must have this label attached with
The name and reference number of the RFP to the
Outside of the return envelope
(UPS, FEDEX, etc.) Or it will be rejected.

RFP Name _____

Company Name _____

Reference # _____

Responders who use USPS Services, PLEASE NOTE:

The Post Office does not deliver mail directly to Penn Place.

You should allow additional time for your bid to be forwarded from the Court House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Department by the time specified. **LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.**

GENERAL INSTRUCTIONS TO RESPONDENTS

1. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
2. All responders are responsible to see that their names appear in the Purchasing Department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
3. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
4. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
5. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
6. In case of error in the extension of prices, the unit price shall govern.
7. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee.
8. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the County satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the County otherwise bondsmen in this case are liable for satisfactory completion of the contract.
9. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
10. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
11. The County Manager and administrative officers reserve the right to reject any and all RFPs or specifications when deemed to the best interest of the County and also to purchase any, part, or none of the materials specified. The Luzerne County Manager may cancel the award at any time before the execution of the contract.

12. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by County notwithstanding anything to the contrary expressed by the responder in his/her RFP.
13. The County will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
14. The material and equipment shall be delivered to the County of Luzerne, Pennsylvania. All prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County if otherwise specified.
15. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure of bidder to do so, shall result in the cancellation of the award and forfeiture of the bid bond and/or bid deposit which shall become the absolute property of the County of Luzerne.
16. The responder or responders to whom the contract is awarded agree(s) to release the County of Luzerne from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products or processes.
17. The County Manager and administrative officers at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.
18. All RFPs must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelopes/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
19. Responders must write or print figures in ink or typewritten.
20. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
21. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County, therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager.
22. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or may be cashed and retained by Luzerne County pending the responder's full and faithful performance of the RFP.
23. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.
24. The successful responder must permit the County to make payment to vendor by credit card or debit card without penalty or surcharge.

Notice to Responders

RFPs will be opened in the Luzerne County Purchasing Department. RFP packages may be obtained at the offices of Luzerne Purchase Department in the Penn Place Building, 20 North Pennsylvania Avenue, Wilkes Barre, PA 18711, and on the website at www.luzernecounty.org.

Mark Zulkoski is the only contact for this project. Contacting other County Officials, Council Members, or Staff Members as part of this process is not acceptable and is grounds for elimination from consideration.

RFPs will be received weekdays between the hours of 9:00 a.m. to 4:00 p.m. only (excluding holidays).

Failure to follow these instructions may result in RFP rejection.

The attached labels must be affixed to the outside of the mailing envelopes or the RFP will not be accepted.

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place, It is the Responders responsibility to get their RFP packets to the Purchasing Office by the time specified.

Luzerne County will not be responsible for late or misdirected mail.

By signing the submitting RFP, each bidder shall be deemed to have consented in writing that the RFP may be awarded and shall remain open up to ninety (90) days of the RFP opening.

The County of Luzerne is an equal opportunity employer.

Luzerne County Manger reserves the right to reject any or all RFPs or any part or items of the RFPs.

Luzerne County advertisement published by the order of:

C. David Pedri, Esq.
County Manager

**COUNTY OF LUZERNE
DIVISION OF JUDICIAL SERVICES AND RECORDS
REQUEST PROPOSAL FOR DIGITIZATION AND RETRIEVAL**

Part 1

General Requirements

1-1. Purpose. This Request for Proposal (RFP) is being solicited by Luzerne County Division of Judicial Services and Records for Digitization and Retrieval.

1.2 Issuing Office. This RFP is issued by the Luzerne County Purchasing Department. Questions regarding this RFP can be addressed by contacting the Luzerne County Purchasing Department at (570) 820-6337. .

1-3. Background. The County of Luzerne, a third class County in the Commonwealth of Pennsylvania, is soliciting proposals from qualified manufactures or vendors for the purchase of digitization and retrieval of records. The County desires to obtain the highest quality digitization and retrieval at the lowest cost to its taxpayers.

1-4. Rejection of Proposals. The assignment of the above services may be made to one or more of the proposers responding to this Notice, but Luzerne County reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, and/or to re-advertise solicitation for these services.

1-5. Incurring Costs. Luzerne County is not liable for any cost incurred by proposers prior to issuance of a contract.

1-6. Amendment to the RFP. If it becomes necessary to revise any part of this RFP, an amendment will be issued to all proposers who received the basic RFP for which Luzerne County has identified and the amendment will be published on the County's website.

1-7. Response Date. To be considered, proposals must be received at the primary issuing office no later than **Thursday, October 26, 2017 at 4:00PM EST.**

1-8. Proposals. To be considered, proposers must submit a complete response to this RFP. Each proposal must be submitted with one (1) original and three (3) copies to the issuing office. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign all proposal. For this RFP, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Proposer may become contractual obligations if a contract is executed.

1-9. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Sketches should be provided by the Proposer to indicate conformance to the minimum standards indicated. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the proposal.

1-10. Insurance. All Proposers shall be responsible for furnishing and maintaining insurance in accordance with the specifications indicated as follows:

Commercial Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence
Professional Liability	Shall include errors and omissions providing \$1,000,000 coverage.
Workers Compensation	\$1,000,000 each occurrence

The above insurance shall be applied by the successful proposer to all of its employee's, agents and subcontractors throughout the life agreement at no additional cost to Luzerne County. Luzerne County shall be listed on all above insurance policies as an "Additional Insured" cancelable only on thirty (30) days prior written notice to the Issuing Office. The successful proposer shall provide waiver of subrogation in favor of Luzerne County. The successful proposer shall also indemnify and hold Luzerne County harmless from any and all court action and/or suits resulting from the agreement.

1-11. Government Experience. Each proposer should detail its past experience in government digitization and retrieval of records with specific reference to success with similar government entities in terms of size and similarities.

1-12. Article of Termination. This agreement can be terminated by either party notifying the other at least sixty (60) days in advance, prior to separation. In the event that the agreement is terminated, the County will compensate the vendor only for work completed up to the date of termination at the sole discretion of the County. The vendor shall be required to submit all completed work product deliverables up to the date of termination within seven (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **COUNTY**. If the termination of the Agreement is due to **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **VENDOR**, the **VENDOR** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

1-13. Pennsylvania Law to Apply. This Agreement shall be construed under and in accordance with laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought in the Luzerne County Court of Common Pleas, Luzerne County, Pennsylvania.

1-14. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the

Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

1-15. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

1-16. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive their right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

1-17. Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

1-18. Excuses. Neither **VENDOR** nor **COUNTY** shall be required to perform any term, condition, or covenant in the Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all County assets must be maintained at all times by the **VENDOR** during the life of this Agreement.

SCOPE OF SERVICES

- Luzerne County Judicial Services and Records is seeking proposals to computerize the search of manual indices and records to auto retrieval viewing and printing, with initial training, implementation, and technical support.
- The vendor will computerize the records from bound and unbound books, microfilm and loose files, which is approximately 325,000 pages of documents the first year with the option of continuing the project for an additional one (1) year to allowing image linking to the index.
- The vendor shall install all software that would make indices and their associated records available to search both locally (County Offices) and the web. The information will be available to web users free of charge unless prints are desired. Software must be capable of handling the task of taking payment / setting up accounts.
- It is suggested, due to the differences in records to be digitized, that the prospective vendors perform an on sight inspection of the records prior to submitting their proposal.
- The vendor will teach the skills and knowledge necessary to effectively use this technology. The vendor must provide user operations and technical manuals, both online and hard copy.
- Vendor proposal evaluation will be directed toward identifying a system which best meets the County's needs and is technically sound, user friendly, competitively priced, reflects vendor experience and competency, and reflects a strong support commitment to the County in the form of implementation, system development / enhancement, and documentation and training. The lowest cost proposal will not necessarily be selected. The County reserves the right to reject any and all proposals. The County will select the proposal deemed to be the most advantageous to the County and will use the following criteria in making that decision:
 - a. Vendor must have the proposed system installed in the minimum of four (4) locations with at least one (1) of those being a County Recorder of Deeds, Register of Wills or Prothonotary Office in Pennsylvania.
 - b. Installation and implementation plans.
 - c. Quality, clarity, and responsiveness of the proposal in conformance with instructions, conditions, and format contained herein.
 - d. Cost
 - e. Vendor process for quality control / inspection of each image.
 - f. Vendor financial stability
 - g. Vendor references

PROPOSAL RESPONSE FORMAT

- Executive Summary – should be limited to a brief narrative highlighting the vendor’s proposal. The summary should contain as little technical jargon as possible, and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.
- Company background – Vendors must provide the following information about their company so that the County can evaluate the vendor’s stability and ability to support the commitments set forth in the response to the RFP. The County, as its option, may require a vendor to provide additional documentation to support and / or clarify requested information. The vendor should outline the company’s background including:
 - a. Length of time company has been in business
 - b. A brief description of the company
 - c. Company size and organization
- Proposed Application Software and Computing Environment – The vendor must present, in detail, features and capabilities of the proposed application software, in addition to the following:
 - d. Hardware Environment – describe the hardware environment required to utilize the proposed software.
 - e. Operating System – identify the operating system required by the proposed application software.
 - f. Operating software support products required or additional vendor software products required should be listed.
- System Security – The vendor should include a detailed description of the proposed system’s security features for non-technical personnel.
- Maintenance Program – Specify the nature of the post-implementation support provided by the vendor, including:
 - g. Telephone support, include toll-free access and hours of operation.
 - h. Response time for problems and issues including priority problems.
- Client References – Vendors must provide a complete list of references that utilize the proposed system in a comparable computing environment. Information should include at the minimum:
 - i. Contact name / title
 - j. Address and telephone number
 - k. Software license and implementation status
 - l. Hardware environment

- Cost Quotations – The vendor’s cost quotations shall be submitted on the page provided.
- Other Terms and Conditions:
 - m. Indicate the complete name of the firm or person(s) submitting the proposal, the main office address, primary and secondary contact persons and their respective telephone numbers, cellular number and email address.
 - n. Provide any additional information that you feel would distinguish your firm in its service to the County.

GENERAL REQUIREMENTS

The requirements defined in this section contain the overall general functions of the County’s desired system.

- Processing Environment – Our current platform is MS Windows utilizing Windows on desktops. The proposed system must be compatible with the current system.
- Security System – The system should provide security controls to prevent unauthorized use of the database. The system should include hardware and software firewalls as needed for security measures.
- Backup / Recovery – the ability to provide for full back-up and recovery that has been fully tested in the case of any type of malfunction (hardware and / or software).
- Documentation – Specify elements of documentation which must be available with the system including operations and technical manuals, both on-line and hard copy.
- Ongoing Support – The vendor will be responsible for providing ongoing technical support.
- System Performance – In order for this system to meet the needs of the County Records Offices and the public, performance is a major issue. Images shall be displayed at local terminals within two (2) seconds after the index for that image that has been selected.

GENERAL SYSTEM REQUIREMENTS

Support – the vendor shall supply the following:

- Toll-free telephone number and email support.
- One (1) hour call back response of any support request through supplies toll-free number.
- Four (4) hour response to any email request for support.

- Four (4) hour resolution to any vendor application procedure issue.

PROJECT DESCRIPTION

Convert to image marriage, deed index and civil docket books to a retrieval system capable of local (County) retrieval and web with a pay to print program. It is the desire of the County to convert marriage records using current microfilm, when available and in good quality. Books consist of bound, bound and glued and unbound. Deed index records are located in books and some imaged records may be usable. Prothonotary records are all books.

MARRIAGE LICENSSE RECORDS

- Microfilm exists for Books 1 through 156, with indexes for books 23-28 not filmed
- Books 157 – 244 are bound and possible bound and glued
- Books 245 – 286 are unbound

DEED INDEX RECORDS

- Series #1 consists of 36 books
- Series #2 consists of 44 books
- Series #3 and #4 will be converted from current images

PROTHONOTARY RECORDS

- Consists of 63 books

REGISTER OF WILLS

- 314 files that are currently on microfiche only – convert to a digital file for office personnel with the ability to print hard copies.

COST SHEET

Marriage Licenses:

Images from microfilm \$ _____ per

Images from bound or bound/glued books
image \$ _____ per

Images from unbound books
image \$ _____ per

Deed Indexes:

Images from bound books
image \$ _____ per

Images from unbound books
image \$ _____ per

Series #3 and #4 images
image \$ _____ per

Civil Dockets:

Images from books
image \$ _____ per

Estate Images:

Convert from microfiche to digital format
image \$ _____ per

Name
Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Proposal Blanks

To the County Manager:

I, the undersigned being a duly authorized representative of

Submit for your consideration a proposal to supply

The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) with sixty (60) days.

Date: _____ 20_____

Signature-typewritten

Signature-signed in ink

Street

City & State

Zip

Company telephone number

Salesman's telephone number

Company fax number

E mail address

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone number _____

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert names:

A. Individual owner _____

B. Partnership partners _____

C. Corporation _____

Exact name of corporation

State incorporated

Note:

All County proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responder's records.

Proposal should be as net prices and shall prevail in the awarding of contracts.

Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.

It is understood by both the County and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder

states that such trade names, catalogue numbers or samples are not equal to the specified item.

**Return to Purchasing Department
Non Collusion Affidavit**

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- 1) She/he is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.
- 2) She/he is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- 3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.
- 4) Neither the said nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way collided, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 5) The price(s) and amount of this proposal, have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- 6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- 7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- 8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal
- 9) The above representations are material and unimportant, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I

understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____

Name

Title

My commission expires _____