SEBASTIAN COUNTY JUDGE
Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901
(479) 784-1502 Fax (479) 784-1550

January 23, 2013

NOTICE TO: Qualified Bidders

SUBJECT: Request for Proposal, Bid Number SC - 1301

Sebastian County is interested in receiving sealed written proposals from qualified, experienced vendors for the purchase, delivery and installation of a Records Management System. Complete details regarding the products and/or services required by the County, and instructions for participating in the bid process, are included in the attached bid package.

Bids must be received by the time and date indicated in the RFP. Bids received after the time and date set for opening will not be considered.

Bidders who do not wish to submit bids must submit a "No Bid" to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders who have not responded to proposal requests are deleted.

If you are interested in submitting a bid, please be sure that the requirements of the RFP are complete since failure to meet the requirements could cause your bid to be rejected.

Any questions regarding the Bid Invitation should be directed to the Purchasing Department, (479) 784-1502.

J. Scott Stubblefield
Assistant Administrator Purchasing/Facilities
Sebastian County

Attach: RFP

REQUEST FOR PROPOSAL

Sebastian County, Arkansas

COVER SHEET **SECTION I**

BID NUMBER: SC-1301

TITLE: Records Management System

OPENING: DATE: February 4, 2013
TIME: 11:00 a.m.
PLACE: Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas

MAIL SEALED PROPOSALS TO: Sebastian County Purchasing Dept.
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

ON OUTSIDE OF PROPOSAL SHOW:
(1) Return address
(2) Bid opening date
(3) Bid number & title

BIDDER MUST COMPLETE THE FOLLOWING INFORMATION:

NAME OF BIDDER: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX Number: _____

INSTRUCTIONS:

1. Unit prices and extensions are required on proposal form.
2. **Return three copies of entire bid.**
3. Proposals must be signed to be accepted.
4. Any trade discounts should be deducted and net prices shown.
5. Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposals.
6. Bidding procedures will be in compliance with Arkansas Laws.
7. **QUOTE:** F.O.B. destination.
8. **TERMS:** Net 30 days.

PROPOSAL FORM

BID NO. SC-1301 **SECTION II**

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the bid price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

Name of Firm _____

Street Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Signature of Authorized Person _____

Printed or Typed Name _____

Title _____

Date _____

Arkansas Sales or Use Tax Number _____

PROPOSAL FORM

BID NO. SC-1301 **SECTION II**

Marriage Record Software Costs **LESS TAXES**	**$**_____
Land Record Software Costs **LESS TAXES**	**$**_____
e-Recording Software Costs **LESS TAXES**	**$**_____
Imaging Software Costs **LESS TAXES**	**$**_____
Server Costs **(If Applicable)**	**$**_____
Vendor Services Costs **(Implementation, Conversion, Training)**	**$**_____
1 Year Maintenance Costs	**$**_____
All Costs Not Elsewhere Identified	**$**_____
Subtotal	**$**_____
Sales Tax - Rate:	**$**_____
TOTAL	**$**_____

GENERAL CONDITIONS SECTION III

1. Bids must be received no later than the date and time set for bid opening. **Bids must be sealed.** Bids may be withdrawn, modified or corrected by the bidder after it has been submitted provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **NO BID MAY BE WITHDRAWN, MODIFIED, CORRECTED, OR OTHERWISE CHANGED AFTER THE TIME SET FOR OPENING THE BIDS.**

2. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance.

3. Prices quoted will be considered net prices unless otherwise stated by the bidder in the proposal. Bid prices must remain firm for 60 days unless otherwise stated in the specifications.

4. It shall be understood and agreed that any material or product purchased under this bid shall be new and in first class condition unless otherwise stated in or required by the bid invitation.

5. Bid bonds are not required unless specifically required by law or specified in the bid invitation.

6. **Bids must be signed to be accepted.** Signature must be that of the individual authorized to obligate the bidder who is submitting the bid or proposal.

7. The County is exempt from Federal Excise Taxes and such taxes shall not be included in the bid price. Documentation will be furnished where required.

8. State and Local Sales Taxes shall be stated as a separate item and shall not be included in the bid price of the product/services being proposed. <u>If no taxes are so stated, the County will assume that any taxes due have been included in the price quoted and no additional taxes will subsequently be added to the bid price</u>. The County is Sales Tax Exempt on motor vehicle purchases.

9. BIDS WILL BE EVALUATED BASED UPON COMPLIANCE WITH THE SPECIFICATIONS, BID PRICE, APPLICABILITY AND SUITABILITY OF THE PRODUCT/SERVICES BEING OFFERED, PRODUCT AND VENDOR RELIABILITY, WARRANTY, DELIVERY TIME, AND SUCH OTHER FACTORS DEEMED APPROPRIATE TO ASSURE THE COUNTY RECEIVES A QUALITY PRODUCT MOST ADVANTAGEOUS TO THE COUNTY.

10. Assignment of any part or all of payments accruing under contracts or purchase agreements resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.

11. The County reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in whichever is most advantageous to the County.

12. The Sebastian County Judge reserves the right to reject any or all bids/proposals, to accept any deemed most advantageous to the County, and to waive any formalities.

SPECIFICATIONS BID SC-1301 SECTION IV

1.0 **Introduction** The Sebastian County Clerk's Office (referred to as the "County") requests Proposals from qualified experienced vendors (referred to as the "Company") for the purchase, delivery and installation of a Records Management System to include, at a minimum, marriage and land records. However, only the Marriage records portion is being bid at this time. The County will be updating land records and e- recording portions at a later date. Please state in the bid if a server is optional or required.

1.01 **Term** The required services are to commence not later than a date to be agreed upon by and between Sebastian County and the Company.

1.02 **Standard of Performance** The responding Company shall perform according to the terms and conditions as stated herein, and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and Sebastian County when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.

1.03 **Termination and Assignment** The contract awarded in response to the RFP (the "Contract") may be terminated without cause by Sebastian County by giving the other party not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.

1.04 **Inquiries** Inquiries related to the RFP should be directed to the attention of Scott Stubblefield, Sebastian County Purchasing, (479) 784-1502, fax (479) 784-1550, email: sstubblefield@co.sebastian.ar.us. Any request for clarification must be submitted in writing (Fax is acceptable) to the Purchasing Department. Any clarification given to a prospective bidder will be furnished in writing to all prospective bidders as an amendment, if such information modifies these specifications or is deemed to be necessary in responding to this RFP.

1.05 **Opening Date** Sealed, written, competitive proposals will be received until 11:00a.m. on February 4, 2013, in the Sebastian County Purchasing Department, Attn: Scott Stubblefield, 35 South 6th, Room 106 Fort Smith, AR 72901. **PROPOSAL SHALL BE IN AN ENVELOPE CLEARLY MARKED WITH THE RFP NUMBER (SC-1301) ON THE OUTSIDE OR IT WILL NOT BE CONSIDERED.** All proposals must be signed by an authorized officer of the Company and must be held firm for acceptance for a minimum period of 60 days after the opening date.

1.06 **Contract Administrator** The contract administrator and liaison person for all matters concerning this contract shall be Sharon Brooks, Sebastian County Clerk, 35 South 6th, Room 102, Fort Smith, AR 72901, phone number (479) 782-5065.

1.07 **Proposal Format** Company should submit a base proposal in the specified manner, but may also propose other financial options to the County either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. The County prefers that the Company's response to the RFP be submitted in same Item (paragraph) sequence as proposal - using the same Item (paragraph) Numbers for reference. Companies must submit (1) original and three (3) copies of their proposals for their proposals to be considered.

1.08 **Proposal Materials Conservation** Proposals shall be submitted on 8 1/2 x 11 inch paper, which shall be attached to this form. The proposal should follow the format laid out under Section 1.07. Submissions should be limited to a maximum of fifteen - (15) pages plus **required** attachments. Binders, brochures and materials not specified in this RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.

1.09 **Award** Sebastian County reserves the right to reject any or all proposals, or any portion thereof, And re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and, in the sole judgment of the County, will be most advantageous to Sebastian County.

1.10 **Contract** The contents of the RFP will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the Company and the agent of Sebastian County. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company (s) submitting proposals.

1.11 **Cost for Proposal Preparation** The County will not reimburse the Company's costs incurred in the preparation and submission of proposals. All proposals shall become the property of The County upon submission. The County reserves the right to negotiate commission rates from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Sebastian County, Arkansas.

1.12 **Telegraphic Proposals** Telegraphic of fax proposals sent directly to Sebastian County offices will not be considered.

1.13 **Acknowledgment of Amendments** Company(s) must acknowledge receipt of amendments by letter, telegram, or fax within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.

1.14 **Further Information** Companies are cautioned that the County is not obligated to ask for or accept after the opening date, data that is essential for a complete and thorough evaluation of the proposal. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal as the result of omission, error, lack of clarity or noncompliance by the Company with specification, instructions and all conditions of the Request for Proposal shall be construed in the light most favorable to the County.

1.15 **Proprietary Information** After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by Company prior to submission of the RFP; however, net cost information may not be confidential.

1.16 **Insurance** All proposals 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 RFP. 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 the 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) Commercial Blanket Bond Coverage (theft/fraud by employees) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
d) Minimum shall be in the total amount of the contract.

1.17 **Bonds** Company will be required to furnish for the life of the Contract a Performance Bond, in a form satisfactory to the County and issued by a surety company authorized to do business in the State of Arkansas, in the amount of the contract. An original and one (1) copy of the bond must be furnished at the time of Contract execution.

1.18 **Indemnification** The Company shall indemnify and hold harmless Sebastian County, its officers and employees from all claims, suits, actions, damages and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.

1.19 **Examination of Records** The Company agrees that Sebastian County or any of its duly authorized representatives shall at any time during the term of this Contract have access to, and the right to audit and examine, any pertinent records of the Company related to this Contract. Company shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit, or to take other corrective action as may be required.

1.20 **Permits and Licenses** The Company will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

1.21 **Damage to the Premises** The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Company's employees, agents, or officers, ordinary wear and tear excepted.

1.22 **Official Company's Representative** The name, mailing address, and telephone number of the Company's authorized agent with authority to bind the firm with respect to questions concerning the Company's proposal must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.

1.23 **Taxes** Company will be responsible for collection and payment of all required taxes (local, state,federal) relating to its operation. Sebastian County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Sebastian County property taxes. If your business address is within Sebastian County, you must submit with your proposal proof of payment of real and personal property taxes due in 2012, or your proposal may be disqualified.

1.24 **Employment Policies** Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law.

The County is committed to Equal Opportunity. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.

1.25 **Fee Schedule** Fee Schedules of the submitted proposal response shall be enclosed in a separate, sealed envelope which shall clearly show the Respondent's name and address in the upper left hand corner, and be clearly labeled: COST PROPOSAL FOR THE FINANCIAL MANAGEMENT SOFTWARE in the lower left-hand corner.

2.00 **Scope of Services** Sebastian County Clerk is seeking proposals for Records Management Systems that includes marriage license, and optionally land records and e-Recording. The selected Company shall meet the minimum following specifications:

1. The software shall be able to operate in a mixed Windows XP/7 environment.
2. The software shall provide a turn key solution for the recording process, to include accounting, cashiering, imaging, quality control, indexing, verifying, issuing marriage licenses, storing of electronic archives and making them available via the Internet, and e-Recording.
3. The software shall allow for simultaneous usage by 30+ users.
4. The software licensing agreement shall be for unlimited workstation licenses to the County.
5. The software shall be able to receive documents digitally and electronically record documents.
6. The software shall be able to integrate records currently contained within the County's electronic land record archive.
7. The software shall be wholly owned by Sebastian County upon the completion of the transaction.
8. The software shall store image files in Group 4 TIFF single page format.
9. The software shall allow for all recording processes to be performed on a single workstation.
10. Vendors software for e-Recording shall be available to County clients at reasonable cost to be determined by the Sebastian County Clerk's Office.
11. The software shall have an accounting module for handling and tracking all necessary accounting functions in relation to fee generation and dispersal.
12. The software shall have a digital workflow, wherein all documents are scanned into the system prior to any processing.
13. The software shall support a variety of scanners, including, but not limited to, Canon's line of high speed scanners, Fujitsu and the Graphtech CS1000 large format scanner.
14. The software shall support a variety of printers, to include all HP, Canon and IBM printers.
15. The software shall allow for the scanning of documents prior to the receipting process.

16. The software shall receive and record documents digitally submitted by clients and other government agencies.

17. The software shall be compliant with all PRIA and MISMO standards for e-Recording.

18. The software shall be able to accept all documents compliant with PRIA Models 1, 2 and 3.

19. The software shall be able to receive documents from all submitting packages that comply with PRIA standards.

20. The software agreement shall include thorough training by the vendor for front line employees, supervisors, other County employees, title company employees, and independent researchers.

21. The software shall include a detailed user's manual.

22. The software agreement must guarantee that there will be no attempts by the vendor to store or sell information from the Sebastian County Land Records archive.

23. The software agreement shall provide for the sharing of detailed technical information as is necessary to maintain the functionality of the software on site.

24. The software shall enable the near instantaneous posting of recorded instruments on the Sebastian County Clerk website.

25. The software agreement shall allow for the sharing of the software with other County departments as is deemed necessary by the County.

26. The software shall have customizable index fields and multiple electronic books.

27. The software shall be based on an SQL database.

28. The software shall allow for back scanning of historical records.

29. The software shall have an option for automated indexing/population of index fields through the use of Optical Character Recognition (OCR) technology.

30. The software shall have an option for automatic redaction through the use of OCR technology.

31. The software shall have a training database that is separate and distinct from the production database.

32. The software licensing agreement shall include upgrades and enhancements to the software as part of the annual maintenance agreement.

33. The software licensing agreement shall allow for flexible payment options, to include installments if necessary.

34. The software shall include a web kiosk for the pre-filling of marriage license applications.

35. The software shall include a security system that allows for multiple levels of privileges to be assigned to users and multiple levels of access to be assigned to documents.

36. The software shall allow for a transaction to be suspended during the receipting process.

37. The software shall generate rejection letters for rejected documents.

38. The software shall contain reports for the detailed accounting of employee productivity.

39. The software shall contain a search engine for public stations that will allow for searching by party, instrument type, instrument number, legal description, and related instrument number fields, at a minimum.

40. The software shall link related instruments through hyperlinks, in both the indexing and search modules of the software.

41. The software shall allow for the exporting of indexes, images or both into multiple electronic formats, to include, but not limited to: Microsoft Excel, Microsoft Access, Adobe PDF, and TIFF formats.

42. The software shall allow for County level, as opposed to support level, users to export records from the database.

43. The software shall allow for setting default values in receipting and indexing fields.

44. The software shall support electronic document stamping, to include the recording stamp, Sebastian County Seal and employee identification.

45. The software shall be able to support the determining and imprinting of the record date/time down to the second.

46. The software shall allow for a paperless workflow, through the immediate scanning of documents as they are received.

47. The software shall allow for clients to check their billing information on the Internet.

48. The software shall allow for County level users to maintain the system tables and parameters as is deemed necessary for the County.

49. The software shall allow for the manipulation of images without rescanning.

50 The software shall allow for manipulation of document images within the imaging function of the program, to include rotating and de-skewing of scanned images, and the insertion, deletion, and reordering of document images within a record and reprinting of incorrect labels.

51. The software shall generate reports on marriage licenses issued, with special emphasis in information that must be reported to the State and the press.

52. The software shall have detailed audit trails for each record, to include any changes made to a record and the user making the changes, including date and time of change.

53. The software shall support cash, check, credit card, escrow, charge, and ACH transactions.

54. The software shall allow for user level customization to include the location of windows, level of zoom, and the location of toolbars/menus.

55. The software shall allow for user-customizable function and hot keys.

3.00 **Technical Support** Vendor shall provide training of County Clerk deputies or local vendors for all I.T. Support. Conversion of current data into new software must also be included.

4.00 **References/Support Letters** Include a list of at least three (3) clients for whom you have performed similar projects in size and scope.

5.00 **Proposal Evaluation** The County will review all accepted proposals with particular emphasis on the following:

Service related performance capabilities
Bidder performance record
Bidder response to the RFP
Economic considerations

The weights assigned for each evaluation criterion will be announced at the opening of the proposals. Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process.

6.00 **Contracting Limitations** The County's contracting limitations are incorporated into, and made a part of this RFP. (See page titled "Contract Information".)

7.00 **RFP Response Checklist** Companies are cautioned to exercise care in the preparation and submission of their proposals. The following items are particularly highlighted for response:

Sealed competitive proposals are due at the Purchasing Department no later than 11:00 a.m. local time on the day specified for receipt of proposals per paragraph **1.05.**

Any amendments to the RFP issued by The County must be acknowledged within 48 hours of receipt per paragraph **1.12.**

Clearly mark any proprietary material (may not include net cost information) per paragraph **1.15.**

Clearly identify Base Proposal and any voluntary alternates or options per paragraph **1.07.**

Identify official representative(s) per paragraph **1.22.**

Submit Fee Schedule under separate envelope per paragraph **1.25.**

SIGN AND DATE PROPOSAL (CLEARLY IDENTIFY PROPOSAL AND OPENING TIME/DATE ON EXTERIOR OF SEALED PROPOSAL ENVELOPE) per paragraph **1.05.**