

**REQUEST FOR E-QUOTE NUMBER: 20YJ123302A**

**PROJECT TITLE: LASER IMAGE COURT DOCUMENT RECORDING SERVICES**

**DEPARTMENT: FULTON COUNTY PROBATE COURT**

**DUE DATE: Tuesday, March 17, 2020**

**WILL BE RECEIVED UNTIL: 2:00 P.M.**

**LAST DAY FOR QUESTIONS: Thursday, March 12, 2020**

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *Thursday, March 12, 2020 AT 2:00 P.M.*

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT <https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService> . BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

EFFECTIVE JULY 1, 2013, STATE LAW REQUIRES THAT ALL CONTRACTS FOR THE PHYSICAL PERFORMANCE OF SERVICES FOR ALL LABOR OR SERVICE CONTRACT(S) THAT EXCEED \$2,499.99 (EXCEPT FOR SERVICES PERFORMED BY AN INDIVIDUAL WHO IS LICENSED PURSUANT TO TITLE 26, TITLE 43, OR THE STATE BAR OF GEORGIA) MUST COMPLY WITH THE ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT. THE COUNTY CANNOT ENTER INTO A CONTRACT FOR THE PHYSICAL PERFORMANCE OF SERVICES THAT EXCEEDS \$2,499.99, UNLESS THE CONTRACTOR HAS REGISTERED WITH, IS AUTHORIZED TO USE AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM COMMONLY KNOWN AS E-VERIFY. BEFORE A BID FOR ANY SUCH SERVICES IS CONSIDERED BY THE COUNTY, THE BID SHALL INCLUDE A SIGNED, NOTARIZED AFFIDAVIT FORM THE CONTRACTOR ATTESTING THE AFFIANT HAS REGISTERED WITH, IS AUTHORIZED TO USE, AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM.

CONTACT NAME:

**Yasmeen Jackson,  
Assistant Purchasing Agent**

E-MAIL ADDRESS:

**Yasmeen.Jackson@fultoncountyga.gov**

FAX NUMBER:

**(404) 612-0293**

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

**REQUEST FOR QUOTE - SERVICES  
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The County cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

Before a bid for any such services is considered by the County, the bid shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.

5. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
6. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
7. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
8. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
9. **BASIS OF AWARD.** *Awarded to the overall lowest responsive and responsible bidder (single bidder)*

The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of the E-Quote.

The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

10. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.

11. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
12. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
13. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.
14. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
15. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
17. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
18. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received by Accounts Payable.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

19. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
20. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
21. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
22. **DISQUALIFICATION OF BIDDER.** The submission of more than one (1) bid to the County as the primary Bidder for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Bidder and the rejection of the bid.
23. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
24. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
25. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal basis for the protest and specific relief sought by the protestor. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by

the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

26. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.
27. **INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT.** The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

**REQUEST FOR E-QUOTE SPECIFICATIONS*****LASER IMAGE COURT DOCUMENT RECORDING SERVICES  
FULTON COUNTY PROBATE COURT*****1. DESCRIPTION:**

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified bidders to provide Laser Image Court Document Recording Services for the Fulton County Probate Court.

**2. CONTACT PERSON:**

Please contact Yasmeen Jackson, Assistant Purchasing Agent by e-mail only at [yasmeen.jackson@fultoncountyga.gov](mailto:yasmeen.jackson@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

**3. TERM OF AGREEMENT:**

The Term of agreement is for 12-Months from the issuance of purchase order.

**4. PRODUCT/SERVICE SPECIFICATIONS:**

All bidders shall be in the business of scanning, indexing, imaging, and document management services and must possess adequate financial support, equipment and organization to ensure that it can effectively perform the services if awarded. The successful vendor shall provide all labor, materials, tools, and equipment required for the services for this quote. The Probate Court requires that no Fulton County Probate Court personnel be required to microfilm documents. The Probate Court and Fulton County Information Technology Department will determine the validity of any substitutions.

- All services and delivery of equipment and products will take place at:  
The Records Department  
136 Pryor Street, SW, Suite C230  
Atlanta, GA 30303
- Services shall be provided on an As-Needed-Basis
- An On-Site Operator will be required to be on-site at least bi-monthly
- The successful vendor shall be responsible for servicing and replacing all equipment provided to the county for use in image scanning, and shall have complete parts in inventory available as well as a trained full time service technician available from Monday through Friday, 8:30 A.M. – 5:00 P.M. Eastern Standard Time (excluding Fulton County recognized holidays).
- Documents that will be scanned:
  - a. Decedent Estate Documents
  - b. Decedent Wills
  - c. Marriage Licenses
  - d. Backup Documents
  - e. Administrative correspondences, public forms/documents, etc.

**ON-SITE LABOR AND EQUIPMENT:**

Vendor must provide an on-site certified and trained operator(s) on location to perform scanning and/or laser imaging recordings of court documents. The On-site operator(s) will have access to a restricted work area, inside of a 10x10 office within the Probate Court Department. Vendor will be required to keep all equipment, products and supplies inside the secured office at the Probate Court Department during the entire term of agreement.

- Vendor must provide workstation(s) with image recording software.
- Vendor must provide Computer workstation(s) with image recording software for recording.
- The workstation(s) must include a duplex laser printer and scanner.
- Replacement workstation(s) must be installed on location within **two (2) business days** in the event of original equipment failure.
- The On-site operator(s) must review documents, sort in order, remove staples, insert and/or remove all sheets scanned/imaged from binders, photocopy poor original documents to enhance the quality of the document when needed for optimal image reproduction. On-site operator must scan the original documents in exact order, re-assemble/re-staple originals after scanning/imaging and re-shell as required by the Probate Court.

**TECHNICAL SPECIFICATIONS:**

- 1) The successful vendor shall maintain records of all images received and shall transmit a copy of the record to the county with each shipment of prints.
- 2) Vendor must view and confirm TIFF image conversion to Fulton County PDF Application.
- 3) Vendor must provide the packaging and delivery of microfilm, CD's, and pre-punched paper for binders and other forms.
- 4) Vendor must provide high quality archival laser printed pages.
- 5) Vendor must provide Immediate Document Recordings of books, pages, and estate numbers.
- 6) Vendor must provide some photocopying which may be required to enhance the lighter images and/or raised seals on original documents.
- 7) Vendor must provide Archival Security Microfilm sixteen millimeters (16mm).
- 8) Vendor must supply a variety of binders, covers, and paper for different court volumes.
- 9) Vendor must create hard copies of compact books to hold a quantity of 350 8-1/2 x 11 pages.
- 10) Vendor must format legal size documents to letter size documents for compact books.
- 11) Vendor must provide scanning and printing software systems designed specifically for recording books and pages and/or court case (estate) numbers for scanning and printing.
- 12) Vendor must provide all scanners and printers compatible to Windows 7 or greater.
- 13) Vendor must provide Kofax imaging engine(s) or the equivalent.
- 14) Vendor must provide Kofax scanner interface or the equivalent.
- 15) Vendor must provide image capture in Group 2(d) TIFF standard single page images.

- 16) Vendor must provide automatic image storage as multi-page volume/book (file).
- 17) Vendor must provide book descriptions such as titles, colors, and pages numbered in sequential order to correspond to Probate Court's convention specifications.
- 18) Vendor must scan pages as single page TIFF, identified as book name/page number.tiff.
- 19) Vendor must provide automatic file name page number incrementing without user intervention.
- 20) Ability to scan and save alphabetic appendages to page numbers. i.e. 228, 229A, 229B, etc.
- 21) Ability to scan 8.5 x 11 or 8.5 x 12 inch documents with standard scanner and 11 x 17 inch documents with optional scanner.
- 22) Ability to scan even numbered pages automatically (back and front).
- 23) Ability to scan odd numbered pages automatically (front to back).
- 24) Ability to scan using automatic document feeder and flatbed.
- 25) Ability to scan single page mode.
- 26) Ability to view images at scan and verify image clarity DPI.
- 27) Ability to retrieve and view scanned pages by book and sequence page count number.
- 28) Ability to print images to archival quality paper in duplex mode with appropriate binding gutter for odd and even pages set automatically.
- 29) The Probate Court should have the ability to print a single page or section of a scanned book.
- 30) Vendors should provide printers capable of producing scanned documents.
- 31) No de-speckling, de-skewing, image reviewing or correction necessary.
- 32) Ability for user to create CD copies of court cases and volumes/books for data backup and distribution to Information Technology.
- 33) Service to include the creation of sixteen millimeters (16mm) archival silver microfilm from scanned images.
- 34) Vendor must provide film return spools, cans, boxes, masks, targets, and filler sheets for compact book binders.
- 35) Vendor shall record and replace record book binders as needed.
- 36) Vendor shall provide recording order forms and binders to house same.
- 37) The successful vendor shall splice the master negative (camera) film into five (d) volume lengths, in strict consecutive book and page order and shall place it in a suitable label box. Any retakes that are necessary will be spliced into the film at the beginning of each book and will be accomplished by the butt welding method.
- 38) Since it is possible that some of the film or scanned images will include frames made from poor typewriter ribbons; poor ink quality or signatures that the image cannot be brought out on the electrostatic recording, the vendor will re-do these pages at the option of the Court on silver prints and on one-hundred percent (100%) rag stock paper.
- 39) The successful vendor shall supply continuous quality and technical supervision of the entire service rendered. Vendor shall be responsible during the term of agreement, to advise the court of any changes or improvements in procedures or techniques, which may be required to improve the quality of the film image.
- 40) The successful vendor shall review film and specify that the resolution and film quality meet standards set in the Georgia Microforms Act for any future use of such film.
- 41) The successful vendor shall send one (1) copy of the film to the Fulton County Records Center and forward one (1) copy to the State of Georgia Archives.



- 42) Prints will be made directly from the scanned images.
- 43) Archival quality prints shall be produced on #1 linen ledger or equivalent (100% bright white paper, sub #24).
- 44) The finished trim of all sheets shall be 11 x 8.5 plus/min 1/64.
- 45) Prints will be made on both sides of each sheet.
- 46) **COMPACT BOOK SPECIFICATIONS:** The binders are for a page size 11 binding side by 8 ½ wide. The capacity is to be 7/10. The sheet mechanism is to be designed for a round post, punching on ¾ centers. A binder consists of a front cover and back cover, four (4) expansion posts and fly leaf containing the title and volume description lettered in positions that will match the front cover window and the backbone window of the book cover.  
**\*\* Upon request, bidders may be required to mail one (1) sample binder completed with image prints to the Purchasing Department prior to awarding the quote at no cost to Fulton County \*\* (See Section 10: Samples – General Terms & Conditions).**
- 47) **COVERS:** The covers shall be formed by injection molding of permanently flexible polypropylene material. The total volume thickness shall be approximately one inch (1) with a hinge and locking mechanism which shall be molded as an integral part of each corner. The posts shall consist of inter-engaging legs. They shall be positioned symmetrically on 3-¼ centers. Color of covers will be either black or white. As specified by the Court Clerk.
- 48) **LOCKING ACTION:** When these legs are expended by means of a pin pushed into the hollow of the cylinder, they will lock together the two (2) covers and the record sheets contained therein. The act of punching the same pins out the assembly will unlock the sheets and covers. The segments of legs attached to each of the covers shall also provide guideposts to act as locators for loose sheets as sheets are added.
- 49) **PROTECTIVE BOX:** When the front and back cover are assembled as described above, they shall provide friction or snap locks at the outer right hand edge that will engage under light pressure and that will release under light twisting or pressure on the lock. This locking action will be the sheets contained therein. The two (2) covers so engaged together which will form a protective box-like structure when the binder is closed and locked.
- 50) **HINGES:** The hinge position shall be one inch (1) from the spine on front and back cover. The hinge shall be permanent based on the relationship of hinge thickness to base thickness.
- 51) **IDENTIFICATION OF CONTENTS:** The front cover shall contain a window approximately 2 ¾ x 3 ¾ for convenience in identifying the contents of the binder as lettered on the fly leaf.
- 52) **FLY LEAVES:** Each binder shall be equipped with a continuous fly leaf punched for the above spacing. The material shall be proxyline coated polyefin. The areas for lettering shall be positioned compatible with the windows of the front cover and the spine of the book. The Probate Court has several volumes which will require a different color of fly sheet.
- 53) **LETTERING:** Binders are to be lettered as specifically requested by the Court Clerk. The Probate Court has several volumes which will require different lettering.

**54) CONFIDENTIALITY AND SECURITY OF DOCUMENTATION:**

It is vital that the vendor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. As herein stated the records are the property of the Fulton County Probate Court and must not be released to any other party without written approval of the Court. Vendor will provide all products and services related to image to film processing, scanning/imaging, and printing in a timely manner and must ensure that quality is maintained. Vendor must effectively demonstrate its expertise in the field of laser imaging recording and document management.

**5. PRICING SHEETS**

<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>Unit of Issue</i>	<i>Unit Price (\$)</i>
1.	<p><i>Unit cost/per scanned image processing, letter and legal size documents, up to 11" x 17".</i></p> <p><i>Unit Prices must include supplies, preparation, scanning, indexing, quality assurance of documents, packaging and delivery per requirements.</i></p>	100,000	Per Page	

**Note:**

- Unit price should be submitted on a cost per page/per image basis.
- Quantities needed are approximately 100,000 (one-thousand) pages.
- Bidder must quote firm, fixed, cost for all services/items identified in the specifications of this quote. All costs shall include any cost for travel and miscellaneous expenses. No other cost will be accepted.

**6. SPECIAL CONDITIONS/INSTRUCTIONS:**

- 1) The successful vendor shall certify upon request at any time during the term of agreement, that the film has been processed in a deep well continuous film processor with automatic replenishment of chemicals and that daily test of hypo-content proved that none of the County's film has been reading in excess of .07 mag/sq. in using the methylene blue test. **Vendor must have more than one (1) deep well processor on premises. Vendor must be able to provide a list of deep well processors including the make and model.**
- 2) **Vendor must be certified as an Eastman Kodak laboratory and be able to provide the latest available test results from Eastman Kodak Laboratory.** Test must include: methylene blue analysis, fixer analysis, quality control test and print film test.

- 3) Industrial archival printing equipment will only be used to insure archival quality and page number sequence. **Vendor must be able to provide a list of processing locations including the number of printing units and the capacity of each.**

- 4) **COMPACT BOOK SPECIFICATIONS:**

The binders are for a page size 11 binding side by 8 ½ wide. The capacity is to be 7/10. The sheet mechanism is to be designed for a round post, punching on ¾ centers. A binder consists of a front cover and back cover, four (4) expansion posts and fly leaf containing the title and volume description lettered in positions that will match the front cover window and the backbone window of the book cover.

***Upon request, bidders may be required to mail one (1) sample binder completed with image prints to the Purchasing Department prior to awarding the quote at no cost to Fulton County (See Section 10: Samples – General Terms & Conditions).***

- 5) **Bidders must provide and/or demonstrate the following information:**

- a) Bidders shall provide at least three (3) references that have a minimum of 3-5 years' experience in Laser Image Recordings.
- b) Bidders shall have a minimum of 3-5 years' experience in completing Georgia Court Documents.
- c) Bidders must have completed at least three (3) other services for public agencies in the State of Georgia similar to the specifications described in this quote.
- d) Bidders must be able to describe the services rendered from (3) public agencies in the State of Georgia that have used the services and products described in the specifications and include the agencies name, address, contact person name, email and phone number.

- 6) **PARKING COST:**

Fulton County Government does not provide a parking space for the vendor. Vendor is responsible for all costs associated with vehicle parking which is approximately eight-dollars (\$8.00) per day. All cost including travel and parking shall be included in the bidders quote estimate. Fulton County will not accept any cost including travel associated with coming to the Probate Court location.

## **Insurance and Risk Management Provisions Laser image Court Document Recording Services**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the initiation date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Bodily Injury & Property Damage** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).
4. **UMBRELLA LIABILITY**  
(In excess of Auto GL and Employers Liability) Each Occurrence - \$2,000,000
5. **TECHNOLOGY OR PROFESSIONAL (E&O) appropriate to the contractor's  
profession and work Per Claim /Aggregate  
1,000,000/2,000,000**

Contractor shall ensure that coverage under this policy shall continue for a period of thirty-six (36) months after completion of services.

**Certificates:**

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government  
Attn: Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF FULTON

FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].