## PROPOSALS, CONTRACT FORMS and SPECIFICATIONS for 2023 ENGINEERING DEPT. SCANNING PROJECT



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CITY OF GREENVILLE, NC ENGINEERING DEPARTMENT 1500 BEATTY STREET GREENVILLE, NC 27834 252-329-4467

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### **INSTRUCTIONS TO BIDDERS**

## PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All informal bids (G.S. 143-131) for this project shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1. The bid sheet furnished by the City of Greenville with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
- 2. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written numerically.
- 3. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written numerically in the "Amount Bid" column of the sheet.
- **4.** The total amount bid shall be written numerically in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
- 5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
- **6.** The bid shall be properly executed on page 10. All bids shall show the following information: a. Name of individual or representative submitting bid and position or title.
- 7. Bids submitted by corporations shall bear the seal of the corporation.
- 8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 9. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 10. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND DELIVERED TO AND RECEIVED IN THE ENGINEERING DEPARTMENT OFFICE LOCATED AT 1500 BEATTY STREET, GREENVILLE, NORTH CAROLINA BY 2:00 P.M. ON THURSDAY, FEBRUARY 2, 2023.
- 11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR THE 2023 ENGINEERING DEPT. SCANNING PROJECT IN GREENVILLE, NC TO BE OPENED AT 2:00 P.M. ON THURSDAY, FEBRUARY 2, 2023.

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

CITY OF GREENVILLE ATTN: MR. TRAVIS WELBORN, PE 1500 BEATTY STREET GREENVILLE, NC 27834

**13.** Prospective bidders may inspect file folders proposed to be scanned by appointment only. Please contact Travis Welborn at twelborn@greenvillenc.gov for appointment.

#### AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsive, responsible Bidder. The lowest responsive, responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. The City of Greenville reserves the right to reject any or all bids.

## **Standard Provisions**

#### GENERAL

This contract is for the **2023 Engineering Department Scanning Project.** 

All work shall be in accordance with the provisions of the Standard Provisions of this contract, the Special Provisions, and all addenda.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.

#### MINORITY AND/OR WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned firms whenever possible. Questions regarding the City's MWBE Program should be directed to Tish Williams, MWBE Coordinator, at (252) 329-4462.

#### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

#### E-VERIFY COMPLIANCE

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

#### IRAN DIVESTMENT ACT

Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

#### **CONTRACT TIMES**

The proposed date of availability for Phase 1 of this project is MARCH 1, 2023. The proposed date of availability for Phase 2 of this project is AUGUST 1, 2023.

No work will be permitted and no purchase order will be issued until all prerequisite conditions and certifications have been satisfied.

The completion date for Phase 1 this project is **JUNE 30, 2023**. The completion date for Phase 2 of this project is **DECEMBER 31, 2023**. No extensions will be authorized except those that qualify under Extension of Contract time on page 6.

The estimated quantities shown on Page 9 include all files (both Phase 1 and Phase 2). Phase 1 of the Contract will be completed in fiscal year 2023 and shall not exceed \$45,000. The remaining files will be scanned in Phase 2 of the project, which will be completed under the same contract but a separate Purchase Order issued in fiscal year 2024.

#### **AUTHORITY OF THE OWNER'S REPRESENTATIVE**

The Owner's Representative for this project shall be the City Engineer, City of Greenville, acting directly or through her duly authorized representatives.

The Owner's Representative will decide all questions, which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions, which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. Her decision shall be final and she shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety of this contract shall result in suspension of work.

#### SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project.

#### CONTRACT PAYMENT

Invoices shall be sent to the City of Greenville, Mr. Travis Welborn, 1500 Beatty Street, Greenville, N.C. 27834.

#### BID BOND

A bid bond will not be required since it is anticipated that project costs will be less than \$100,000.

#### SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer.

#### **DEFAULT OF CONTRACT**

The City of Greenville shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract.

#### EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

Where Contractor is prevented from completing any part of the Work within the Contract Times dues to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, fire, floods, epidemics, or acts of God.

## CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Owner's Representative with detailed justification prior to submittal of the final invoice payment. The failure of the Contractor to submit the claim(s) shall be a bar to recovery.

## **Special Provisions**

## File Scanning

The contract includes but is not limited to the following major items of work:

- Picking up prepackaged boxes of files and transporting them to secure location for scanning
- Test scan of sample files
- Scan of all remaining files upon approval of test scans
- Indexing of all files
- Return of original files and delivery of electronic files to City of Greenville

<u>File Pick Up for Scanning:</u> All files will be prepackaged in suitable boxes by City staff. Contractor shall provide personnel and equipment to pick up boxes of files at the Engineering Department located at 1500 Beatty Street, Greenville, NC 27834. Contractor shall include in bid a minimum of three (3) separate trips to pick up/drop off files from/to the City of Greenville for each phase of the project. City will attempt to prepare approximately 30 boxes of files for each pick up.

Return Scanned Documents to Owner: All files shall be returned to Owner at 1500 Beatty Street, Greenville, NC 27834 in original folders upon completion of scanning. Return trips to deliver scanned files back to City can coincide with trips to pick up next group of files for scanning.

Access to active files throughout the scanning process shall be provided at no additional cost to Owner. Small quantities of files may be requested to be returned to the Owner via courier service or other means due to Public Records Request or other reasons.

<u>Test Scan:</u> Contractor shall provide test scans on approximately 200 files/documents. Test scans shall be reviewed by Owner for quality assurance purposes prior to proceeding with balance of scanning. Owner shall verify acceptability of test scans with ten (10) business days of submittal for approval. Payment for test scans shall be at same rate as remainder of files.

<u>Prepare & Scan Files:</u> Minimum of 300 DPI. Documents to be scanned as PDF document (PDF/A-1a). OCR and handwriting OCR to recognize both typewritten and handwritten documents for all 8.5" x 11" scans. Color imaging when requested. All scan dimensions must be the same size as the original document. Scanned documents should be de-skewed and de-speckled, blank pages and black borders removed, inverting and background suppression where the image will be enhanced by such processes, without loss of content.

Must remove staples or paper clips from documents as necessary and then re-staple/clip upon scanning. Remove files from 3 ring binders and reinstall upon scanning. All files to be placed in same folder they come out of and boxed back up for return to Owner upon completion of scanning. This is not a separate pay item and shall be included in the price to prepare and scan the file.

Scanning of documents with pictures shall be in color. Some files may be front and back.

<u>File Indexing:</u> Naming of files per PDF based on file name as shown on each individual file. All files shall be named by City staff prior to pick up by Vendor. File name will be clearly labeled on each file. Files grouped on hard drives by Grid ID as provided on folder checklist and second field in file name. Standard file names follow a naming convention established by the City of Greenville and include the following fields:

Date Grid Development Name Phase Section Plan Type File Type Description

<u>Deliverable</u>: Digital copy of all scanned files shall be delivered to City on hard drives. File type shall be PDF file type Level A conformance (PDF/A-1a). Two copies of all files, each on separate hard drive. Hard drive shall become property of the City of Greenville upon delivery. Cost of hard drives is not a separate pay item and shall be included in the proposed unit prices for the project.

#### METHOD OF MEASUREMENT

The quantity of each line item to be paid for will be the actual number completed, which have been satisfactorily completed and accepted by the Owner. No unit price revisions shall be made for variations from estimated quantities.

#### PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods as may be required to complete the work described in the contract by the completion date.

## City of Greenville BID FORM

\*Quantities are based on Owner's best guess of file quantities. No unit price revisions will be approved for variations between estimated quantities and actual quantities. Payment shall be made based on bid price for actual sheet size regardless of final quantities.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	Pick up pre-boxed files and transport to Vendor facility for scanning	6	Each		
2	Return scanned files back to Owner	6	Each		
3	Prepare & Scan Files – 8.5"x11" or less	400,000	Per Sheet		
4	Prepare & Scan Files – 8.5"x14"	1,500	Per Sheet		
5	Prepare & Scan Files – 11"x17"	2,000	Per Sheet		
6	Prepare & Scan Files – 18"x24" or 20"x24"	1,000	Per Sheet		
7	Prepare & Scan Files - 24"x36"	100,000	Per Sheet		
8	Prepare & Scan Files – 30"x42" or larger	1,500	Per Sheet		
9	OCR per file (8.5" x 11")	400,000	Per Sheet		
10	Add on for color scan, regardless of size	2,500	Per Sheet		
11	File Indexing (Naming of Digital Files)	25,000	Per PDF		

TOTAL BID FOR PROJECT:	

# **City of Greenville CONTRACT FORM**

OWNER:	<u>C</u>	CONTRACTOR:					
By:	E	By:					
Name: Ann E. Wall		Name:					
Title: <u>City Manager</u>	Т	itle:					
Attested By:Valerie Shiuwegar		Email:					
APPROVED AS TO FORM:							
BY: Emanuel D. McGirt, City	BY: Emanuel D. McGirt, City Attorney						
PRE-AUDIT CERTIFICATION: This instrument has been pre-audited Budget and Fiscal Control Act.	d in the manner req	uired by the Local Government					
Byron Hayes. Director of Fi	Byron Hayes. Director of Financial Services						
Account Number:							
Project Code (if applicable)							
By:	By:	_					
Name: <u>Lisa Kirby</u> , <u>PE</u>	Name:	Ken A. Graves					
Title: <u>Director Of Engineering</u>	Title:	Assistant City Manager					