

Dodge County

Request for Proposal (RFP) for Document Imaging Services

RFP Number 15-0401

Rick Colgan; Brittny King
April 7, 2015

REQUEST FOR PROPOSAL FOR DOCUMENT IMAGING SERVICES

1. INTRODUCTION

Dodge County is seeking proposals from qualified firms to provide professional services for document imaging services for various County departments. The required services and performance conditions are described in the Scope of Work.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal:

- Attachment A – Proposer’s Information Form
- Attachment B – Scope of Work/Services
- Attachment C – Sample Agreement for Professional Services
- Attachment D – Cost Proposal Format
- Attachment E – Insurance Requirement
- Attachment F – Evaluation & Scoring Rubric

3. INSTRUCTIONS TO PROPOSERS

3.1. Pre-Proposal Conference

A voluntary Pre-Proposal Conference is scheduled for 1:00 p.m. on Wednesday, May 6, 2015, at the Dodge County Courthouse, 435 N Park Ave, Fremont NE, Board of Supervisors Conference Room, Third Floor. Attendance is encouraged. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements and to visit the site location. Although the Pre-Proposal Conference is optional, no modification or any changes will be allowed because of the failure of the Proposer to have visited the site or attend the conference or carefully review all available information.

3.2. Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer they:

- 3.2.1. Have carefully read and fully understand the information that was provided by the County to serve as the basis for submission of this proposal.
- 3.2.2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3. Represent that all information contained in the proposal is true and correct.
- 3.2.4. Did not, in any way, collude or conspire to agree, directly or indirectly, with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.

3.2.5. Acknowledge that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the County permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3. Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the County no later than 1:00 p.m., Wednesday, May 13, 2015. Correspondence shall be addressed to Rick Colgan, Systems Analyst, Dodge County, 435 N Park Ave, Suite 202, Fremont, NE 68025 or e-mailed to rick.colgan@dodgecounty.ne.gov. Responses from the County will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The County shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the County or its representatives.

3.4. Submission of Proposals

All proposals shall be submitted to:

Dodge County
RFP Number 15-0401
435 N Park Ave
Fremont, NE 68025

Proposals must be delivered no later than 3:00 P.M. on Friday, May 22, 2015. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit one (1) hard copy of its proposal in a sealed envelope, labeled "Original", addressed as noted above, bearing the Proposer's name and address clearly marked "RFP NO. 15-0401 FOR DOCUMENT IMAGING SERVICES." Also submit proposal in soft copy via CD or flash drive. Please do not submit proposals in binders.

3.5. Withdrawal of Proposals

A Proposer **may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.**

3.6. Rights of Dodge County

This RFP does not commit the County to enter into a contract, nor does it obligate the County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The County reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the user of particular subconsultants;
- Negotiate with any, all, or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the County.

An agreement shall not be binding or valid with the County unless and until it is executed by authorized representatives of the County and the Proposer.

4. **PROPOSED TENTATIVE TIMELINE**

The tentative RFP timeline is as follows:

Milestone	Date
RFP Issued	April 15, 2015
Pre-Proposal Meeting	May 6, 2015
Deadline for questions, clarifications	May 13, 2015
Proposals Due	May 22, 2015
Finalist identified	June 12, 2015
Contract awarded	June 24, 2015
Work commences	TBD

5. **INFORMATION TO BE SUBMITTED**

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the County’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing materials, etc., will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbers 1 through 8 in the proposal document.

5.1. Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this chapter to a maximum of three (3) pages, including the separate sheet.

5.2. Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity, and resources. Include all other firms participating in the Proposal, including similar information about the firms. (This information will be available to all who attend the Pre-Proposal Meeting on April 29, 2015.)

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3. Chapter 3 – Qualifications of the Firm

The Chapter shall include a brief description of the Proposer's and sub-Proposer's (if applicable) qualifications and previous experience on similar or related projects. Provide in a table format descriptions of pertinent project experience with other governmental agencies and private sector that includes a summary of the work performed; the total project cost; the percentage of work the firm was responsible for; the period over which the work was completed; and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

5.4. Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the County's objectives and work requirements and the Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the County's schedule, outlining the approach that would be undertaken in providing the requested services.

5.5. Chapter 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the

County with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would benefit the County.

5.6. Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

5.7. Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the County’s RFP conditions, requirements, and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment C – Sample Agreement for Professional Services. Items not excepted will *not* be open to later negotiation.

5.8. Chapter 8 – Proposal Costs Sheet and Rates (Optional to provide in separate sealed enveloped)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the County in determining the firm’s understanding of the project, and provides staff with tools to negotiate the cost. Provide in a table (see table, Attachment D – Cost Proposal Format).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the County. The hourly rates may be used for pricing the cost of additional services outlined in Attachment D – Cost Proposal Format.

PLEASE NOTE: Dodge County does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *not-to-exceed budget per fixed fee* form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a *per fixed fee* basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the County as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials, and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment C – Sample Agreement for Professional Services

Subject to final approval by County Attorney Attachment E – Insurance Requirement. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the County, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment E – Insurance Requirement.

All policies, endorsements, certificates, and/or binders shall be subject to the approval of the County Attorney of Dodge County as to form and consent. These requirements are subject to amendment or waiver if so approved in writing by the County Attorney. The selected Proposer agrees to provide the County with a copy of said policies, certificates, and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

County staff will evaluate the proposals provided based on the following criteria:

- 7.1. Quality and completeness of proposal;
- 7.2. Quality, performance, and effectiveness of the solution, goods, and/or services to be provided by the Proposer.
- 7.3. Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4. Cost to the County;
- 7.5. Proposer's financial stability;
- 7.6. Proposer's ability to perform the work within the time specified;
- 7.7. Proposer's prior record of performance with the County or others;
- 7.8. Proposer's ability to provide future maintenance and/or services; and
- 7.9. Proposer's compliance with applicable laws, regulations, policies (including County Board of Supervisors policies), guidelines, and orders governing prior or existing contracts performed by the contractor.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the County to the successful Proposer.

8. ORAL INTERVIEWS

Proposers may be required to participate in an oral interview. The oral interview will be conducted by a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the County experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

9. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of Dodge County. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked "Confidential," "Trade Secret," or "Proprietary." The County shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Nebraska Revised Statutes Chapter 84-712. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although Nebraska Revised Statutes Chapter 84-712 recognizes that certain confidential trade secret information may be protected from disclosure, Dodge County may not accept or approve the information a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the County shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 11.1. Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal;
- 11.2. Any attempt to improperly influence any member of the evaluation team/selection committee;
- 11.3. Existence of any lawsuit, unresolved contractual claim or dispute between the Proposer and the County;
- 11.4. Evidence of incorrect information submitted as part of the proposal;
- 11.5. Evidence of a Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 11.6. Proposer's default under any previous agreement with the County, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the County.

13. GRATUITIES

No person shall offer, give, or agree to give any County employee any gratuity, discount, or offer of employment in connection with the award of contract by the County. No County employee shall solicit, demand, accept, or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a County contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 14.1. The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.
- 14.2. The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

15. DEFINITIONS

The following definitions and explanations are used in this RFP and its attachments.

- The terms "document" or record are synonymous.
- A document or record consists of one or more pages.
- A page is defined as one information-bearing surface of a sheet of paper. A sheet of paper that contains information on both sides counts as two pages.

- The terms “page” and “image” are synonymous in determining volume or numbers.
- The terms “respondent,” “contractor,” “vendor,” “bidder,” and “proposer” are synonymous.
- The words “shall” or “must” indicate a mandatory requirement. The word “should” indicates a desirable requirement and will be awarded points based on the response to that requirement.
- A folder is a collection of related documents.
- “Document Imaging” is converting paper documents (invoices, contracts, procedures, property record cards, court filings, etc.) into electronic format and storing them per the County’s specifications. The result is information that you can view, route in a workflow, print, fax, or email.
- “OCR” (Optical Character Recognition) and “ICR” (Intelligent Character Recognition) is the ability of imaging software to recognize and translate printed alphanumeric characters or handwritten characters, respectively, into a text format that can be read and imported into the system software.
- “Audit Trail” means the software maintains a record of activities that occur in a certain file or system.
- “API” means Application Program Interface.
- “AIIM” is the Association of Information and Image Management.
- “TWAIN” refers to Technology Without An Interesting Name driver(s).
- “ISIS” means Images and Scanners Interface Standard driver(s).
- “Compression” is the process of removing white space from a document.
- “Image Noise” is the number of speckles that makes the image look dirty.
- “Image Enhancement” is the use of gray-scale to improve the quality of the image.
- “Fault Tolerant” is the ability of the system to continue operation even when individual components fail.
- “OMR” means Optical Mark Recognition.

ATTACHMENT A – PROPOSER’S INFORMATION FORM

Dodge County
PROPOSER INFORMATION
RFP # _____

Communications concerning this proposal shall be addressed to:

Company Name: _____
Fed Tax ID No: _____
Proposer’s Name: (Print) _____ Title: _____
Address: _____
City, State ZIP: _____
Phone: _____
Email: _____

Proposer, if selected, intends to carry on the business as (check one):

- Individual
- Partnership
- Other _____
- Limited Liability Company
- Corporation

ATTACHMENT B – SCOPE OF WORK/SERVICES

1. PURPOSE

The County requests Proposer to have sufficient resources to be able to provide both scanning and media conversion services in an efficient and accurate manner. The objective for these services is to:

- Provide media conversion services and records retention
- Provide for on-line access to electronic records
- Eliminate the cost associated with the storage of the original “hard copy” media

Proposer shall provide all labor, materials, tools, and equipment required for scanning, indexing, and imaging services for County departments requesting such services.

2. SCOPE OF SERVICES

The County requests competitive bids for the following services:

- Document imaging/scanning services
- Digital conversion of microfiche and/or microfilm to Tagged Image File Format (TIFF) with the large size drawings and standard size documents at a minimum of 300 dots per inch (dpi).
- Optical Character Recognition (OCR) services to provide an accurate conversion of image data into a searchable PDF format.
- Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).

2.1. Handling and Receiving Requirements

2.1.1. Confidentiality, Accuracy, and Security of Documentation

It is critical the Proposer understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Proposer receives the documents from the County, the Proposer is responsible for their safekeeping. Proposer must secure materials in a secure, dry location and take great care in the handling of fragile originals.

Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Proposer will be held responsible for lost, stolen, and/or damaged original documents. The Proposer will be fined up to \$50 for a records box that is lost, stolen, or damaged. For media conversion purposes, the Proposer will be liable up to \$500 per roll of microfilm and/or \$100 per piece of microfiche for any lost, stolen, and/or damaged original while in the Proposer’s possession. No

unauthorized reproduction or duplication of any media by the Proposer is permissible.

Some of these documents may contain sensitive security information such as building plans, intellectual property rights, and other sensitive information. Once the documents are in the hands of the Proposer, the Proposer becomes solely responsible for the security of the documents.

2.1.2. Tracking and Inventory of County Documents

The Proposer will inventory and acknowledge the receipt of all items received. The Proposer shall maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the County Department's inventory transmittal and the items received by the Proposer are to be resolved within ten (10) calendar days. After scanning/media conversion services have been completed, the Proposer must perform a final quality control step to compare the final output to the manifest the County provided to ensure that every document has been digitized and indexed. The Proposer shall provide the County a report comparing the documents provided to the final output with each product delivery. The County will implement this process in conjunction with the contract and is open to process re-engineering as suggested by the Proposer.

2.1.3. Pick-up and Turnaround Time

The Proposer shall complete all scanning work within the confines of the Dodge County Courthouse so documents do not have to be moved outside of the building.

The County and the awarded Contractor will mutually develop a procedure, (preferably utilizing a bar code system) as well as a pickup and delivery schedule. The County will require the awarded Contractor to schedule regular pick up of documents.

2.1.4. Hard Copy Storage

The Proposer will maintain the County's hard copy documents in a secure archival environment for a period of not less than 120 days.

2.2. Preparation Requirements

Proposer shall perform "Document Preparation" as necessary to scan all files. Document preparation shall include the removing of all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans/documents, and mount any irregular size documents on 8½" x 11" paper and otherwise make the documents ready for processing.

2.2.1. Small Document Preparation

- a. Proposer will maintain the small documents' relationship to their parent folder or large document.

- b. Proposer will remove all staples and paper clips.
- c. Proposer will process documents with Post-It® notes in accordance with Paragraph 2.3.14 of this section.
- d. Proposer will repair all torn documents with non-reflective tape, straighten all folded documents, and mount any irregular size documents on 8½" x 11" paper.
- e. Proposer will separate forms and continuous feed computer paper into single pages.
- f. Proposer will scan photographs contained with the small document per scanning specifications.
- g. Proposer will apply a label with the words "RAISED SEAL" next to or in close proximity to the raised certification seal on the small documents. This sticker may not obscure any part of the image.
- h. Proposer will identify and label material that cannot be scanned, such as floppy disks, CDs, videotapes, vendor samples, etc., with the file folder that the items came from and return these items to the County in a neat and organized manner.

2.2.2. Large Document Preparation

- a. Proposer will maintain the large documents' relationship to their parent folder.
- b. Proposer will remove all staples and paper clips.
- c. Proposer will process documents with Post-It® notes in accordance with Paragraph 2.3.14 of this section.
- d. Proposer will repair all torn documents with non-reflective tape and straighten all folded plans/documents.
- e. Proposer will apply a label with the words "RAISED SEAL" next to or in close proximity to the raised certification seal on the large documents. This sticker may not obscure any part of the image.

2.3. Quality, Production, and Pricing Requirements

- 2.3.1. All data must be preserved in a form identical to, or functionally equal to, the original record.
- 2.3.2. Scanned images shall be placed on a DVD, external hard drive, or other appropriate approved media for delivery to the County.
- 2.3.3. Each scanned image shall have a unique file name specified by the County.

- 2.3.4. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation).
- 2.3.5. Proposer shall use 300 dpi or higher for those documents where it is required to meet the quality requirements. If the documents are deteriorating or have fine detail, a minimum resolution of 600 dpi is desired.
- 2.3.6. Proposer shall not scan blank documents.
- 2.3.7. Proposer shall perform a consistency check on 20% of the images. This shall include image clarity, orientation, and accuracy.
- 2.3.8. Proposer shall calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners; ensure that scanning system is free from dust and other particles; maintain calibration through each shift; and use appropriate technical targets and procedures as defined by manufacturer).
- 2.3.9. Report and discuss any problem images that cannot be captured to meet benchmark specifications.
- 2.3.10. Inspect film intermediates for quality and consistency.
- 2.3.11. Post process digital images (cropping, de-skewing, de-speckling, and image rotation).
- 2.3.12. A document may consist of one or many pages. If the document has more than one page, this document must be scanned as a multi-page document.
- 2.3.13. Invoices shall denote the number of scanned pages being billed for on the current invoice as well as the total number of pages billed to date.
- 2.3.14. In those instances where a document has a Post-It® note or similar item attached, the document shall be scanned with the Post-It® note or similar item attached and a second time with the Post-It® note or similar item removed.
- 2.3.15. Proposer will invert any negative document images.

2.4. Records Accessibility

The County will require designated County Staff to have access to original County documents supplied to the Proposer for scanning and/or media conversion services in the event a document is needed. The Proposer shall provide the ability to locate and return to the County any original document that is in the possession of the Proposer within one business day from the time of requested by an authorized department agent. After the County has fulfilled its need, the Proposer shall also pick up these documents and return them to

the Proposer's site to complete the scanning or conversion process, as applicable.

2.5. Records Destruction

Once the County receives from the Proposer its scanned images and indexed files, and has checked both for clarity and accuracy, the Department Head/Elected Official will normally require the Proposer to shred the original documents or transport them to the Nebraska State Archives in Lincoln, NE.

If the documents are to be shredded, the County prefers the Proposer to do the shredding themselves on the Proposer's site, but the County will allow the Proposer to hire an outside vendor to perform the shredding on the Proposer's site (the County will not permit its documents to be removed from the Proposer's site for shredding). If the Proposer hires an outside shredding vendor to do the shredding on the Proposer's site, the outside shredding vendor must be bonded. In either instance (the Proposer performs the shredding or an outside vendor performs the shredding) the Proposer will be required to have at least one of their own employees present during shredding of all County documents. Once the County documents have been destroyed, the Proposer will be required to provide the Department Head/Elected Official or his/her designee with a certificate of destruction that the Proposer signs along with a witness signature, verifying what documents have been destroyed, the date of destruction, and that the security of the documents was safeguarded through the entire destruction process. The County reserves the right to have its own designated employee(s) present during the Proposer's destruction process. The County reserves the right to use a different alternative for destruction of its documents if it is determined to be in the best interest of the County.

If the documents are to be transported to the State Archives, the Proposer shall transport the documents in accordance with terms of Paragraph **Error! Reference source not found.** of this section. The Proposer shall provide documentation of the documents which were transported, copies of receipt by the State Archives, and that the security of the documents was safeguarded during the entire transportation process.

3. SPECIFICATIONS

3.3. Description of materials to be converted

3.1.1. Source documents

- a. Drawings that are primarily E size (anticipated largest is 36" x 43")
- b. Letter and legal size documents (anticipated largest is 11" x 17")
- c. Microfiche and/or microfilm
- d. Pictures

3.1.2. The following quantities are estimated for this particular RFP

a. County Assessor

The Assessor's Office will require scanning services for up to 250,000 standard size documents. This figure is an estimate only and the County reserves the right to adjust it up or down.

b. District Court

District Court has approximately 250 container boxes that measure 12" x 12" x 24". We estimate each box contains approximately 3,250 sheets of paper. We are estimating that approximately 90% of the papers are single-sided. There will be between 900,000 and 1,100,000 pages to be scanned. This figure is an estimate only and the County reserves the right to adjust it up or down.

c. Register of Deeds

The Register of Deeds office has approximately 190 books with 800 pages in each book (approximately 152,000 pages). Each page measures 15.75" x 19" in size. There are approximately 62 books with 500 pages in each book. Each page in these books is letter-sized.

The Register of Deeds also has jackets of microfilm/microfiche. That office estimates that there will be approximately 267,000 pages of microfilm/microfiche to scan and transfer to digital images. These figures are estimates only and the County reserves the right to adjust it up or down.

3.1.3. Subject matter

In the County Assessor's office, subject matter will include file folders with property information, containing addresses and parcel numbers. These folders will also include worksheets and photographs.

District Court has subject matter that will include files from court cases. This may include briefs, transcripts, orders, motions, and rulings.

The Register of Deeds office subject matter will include deeds, mortgages, releases, liens, and other information that is filed from time to time with their office.

ATTACHMENT C – SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES SUBJECT TO FINAL APPROVAL BY COUNTY ATTORNEY

CONTRACT

THIS CONTRACT is entered into by and between the COUNTY OF DODGE, NEBRASKA (the “County”), a political subdivision of the State of Nebraska, and _____ (the “Contractor”), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # _____ (the “RFP”) the County accepted competitive proposals for document imaging services (the “Services”); and

WHEREAS, the Services are more specifically defined in the RFP; and

WHEREAS, this Contract, the RFP, and the Contractor’s Response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation committee and the Board of Supervisors of Dodge County, Nebraska, the County has determined that the best proposal was submitted by Contractor and Contractor has the necessary resources, experience, and ability to perform the contract at a competitive price; and

WHEREAS, the County has awarded the Contract to Contractor for the Services on _____, 20____, Resolution # _____; and

WHEREAS, the purpose of this Contract is to implement the acceptance of Contractor’s proposal in a binding Contract which contains the terms required in the RFP and the Contractor’s Response, except as specifically modified herein.

NOW, THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1. The above referenced whereas clauses are true and correct and made a part hereof.
- 1.2. This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of Contractor, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified in Exhibit C, Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. The County shall appoint a Contract Administrator to act on behalf of the County with respect to this Contract.
- 1.3. Except as specifically modified herein, Contractor shall be bound by the terms and conditions and prices as set forth in the RFP and the Contractor’s Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP,

then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4. This is a non-exclusive contract. The County may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the County deems it to be in the best interests of the County.
- 1.5. Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE II

Term and Time Performance

- 2.1. The initial Contract term shall commence upon final execution of the Contract by the County and shall expire _____ years from that date. The County reserves the right to extend the Contract for _____ additional one (1) year terms(s) providing all the terms, conditions, and specifications remain the same; both parties agree to the extension; and such extension is approved by the County. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.
- 2.2. Time shall be deemed of the essence in performing the duties, obligations, and responsibilities required by this Contract.

ARTICLE III

COMPENSATION

- 3.1. County agrees to pay Contractor, in the manner specified herein, the amounts set forth in Contractor's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Contractor for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Contractor to reimburse its expenses.
- 3.2. Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the County.
- 3.3. County shall pay Contractor within thirty (30) calendar days of receipt of Contractor's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with any term, condition, or requirement of this Contract.

- 3.4. Notwithstanding any provision of this Contract to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by County.

ARTICLE IV
INDEMNIFICATION

- 4.1. Contractor shall at all times hereafter indemnify, hold harmless, and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County, or, at County's option, pay for an attorney selected by County Attorney to defend County. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be deemed a waiver or limitation on County's sovereign immunity or any limitations on County liability in any state statute or as otherwise provided by law.

ARTICLE V
INSURANCE

- 5.1. Contractor shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE VI
TERMINATION OR SUSPENSION

- 6.1. This Contract may be terminated for convenience by the County. Termination for convenience by the County shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County upon such notice as the County deems appropriate under the circumstances in the event the County determines that termination is necessary to protect the public health or safety. The parties agree that if County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 6.2. This Contract may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 6.3. Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the County, which the County deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4. In the event this Contract is terminated for convenience, Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Contractor, for County's right to terminate this Contract for convenience.
- 6.5. In the event this Contract is terminated for any reason, any amounts due Contractor shall be withheld by County until all documents are provided to County pursuant to Section 8.1 of Article VIII.
- 6.6. Should at any time during the term of this Contract, including any option terms, the Contractor is in violation of any of the terms and conditions of this Contract, the County shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the County. If the violation is not promptly resolved or is of such serious nature that the County determines that suspension is not adequate, the County reserves the right to terminate for cause.
 - 6.6.1. In the event a Contractor is terminated, the County may assign the Contract to another Contractor, or seek a new Contractor, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE VII
EEO AND ADA COMPLIANCE

- 7.1. Contractor shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation, or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the US Department of Transportation funds shall comply with non-discrimination requirements in 49 CFR Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate.
- 7.2. Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Contract shall affirmatively comply with all applicable provisions of the Americans with

Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE VIII
MISCELLANEOUS

- 8.1. **Rights in Documents and Work.** Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of County; and, if a copyright is claimed, Contractor grants County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the County and shall be delivered by Contractor to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.
- 8.2. **Audit Right and Retention of Records.** County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Project. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Nebraska Public Records Act, Chapter 84-712, Nebraska Revised Statutes, as may be amended from time to time, if applicable, or if the Nebraska Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Nebraska Public Records Act is determined by County to be applicable to Contractor's and its subcontractors' records, Contractor and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

- 8.3. **Background Checks.** (Not applicable if left blank)
- 8.4. **Complaints and Disputes.** All complaints concerning misconduct on the part of the Contractor or disputes between County staff and the Contractor are referred to the Board of

Supervisors or his/her designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the Board of Supervisors or designee shall be binding upon the parties, and failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause. The Contractor agrees that any complaints received by the County concerning misconduct on the part of the Contractor, such as excessive charges, poor business practices, etc., will be referred to the County Attorney for appropriate action. The Contractor agrees to make any complaints concerning the County available to the Office of the County Attorney for action as required.

- 8.5. **Independent Contractor.** Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever. **CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE COUNTY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.**

In providing the services, Contractor shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. Contractor shall be entitled to no County employment benefits of any kind whatsoever.

- 8.6. **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

- 8.7. **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, address to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For County:

Board of Supervisors
Dodge County Courthouse
435 N Park Ave
Fremont, NE 68025

For Contractor:

- 8.8. **Assignment and Performance.** Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. County may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Contract or any right or interest herein without County's written consent.

Contractor represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

- 8.9. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

Contractor further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

- 8.10. **Materiality and Waiver of Breach.** County and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

County's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- 8.11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulation in performing its duties, responsibilities, and obligations pursuant to this Contract.

- 8.12. **Severance.** In the event a portion of this Contract is found a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- 8.13. **Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.
- 8.14. **Jurisdiction, Venue, Waiver of Jury Trial.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Nebraska. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the District Court of Dodge County, Nebraska, and venue for litigation arising out of this Contract shall be exclusively in such district courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**
- 8.15. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective contained in a written document prepared with the same or similar formality as this Contract and executed by the County and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.
- 8.16. **Prior Contracts.** This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is not commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.
- 8.17. **Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The RFP, Exhibit A; the Contractor’s Response, Exhibit B; and the attached Exhibits _____ are incorporated into and made a part of this Contract.
- 8.18. **Representation of Authority.** Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.
- 8.19. **Multiple Originals.** Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the full force and effect of an original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

ATTEST:

County Clerk

Witnesses:

COUNTY OF DODGE

By: _____
Bob Missel, Chairman

Date: _____

CONTRACTOR

By: _____
Title: _____

Printed Name: _____

Date: _____

EXHIBIT "A"
Request for Proposals
RFP # _____

EXHIBIT "B"
Contractor's Response
Request for Proposals
RFP # _____

EXHIBIT "C"
Additional Terms and Conditions
Request for Proposals
RFP # _____

ATTACHMENT D – COST PROPOSAL FORMAT

Item Description	Quantity	Unit Price	Total Price
Unit cost per scanned image, letter, and legal sized documents up to 11"x17" including prep and indexing			
Unit cost per scanned image for large documents, shop drawings, etc., including prep and indexing			
Unit cost per scanned image for microfilm/microfiche including prep and indexing			
Unit cost per pound for destruction of documents after scanning and review of scanned images by the County			

ATTACHMENT E – INSURANCE REQUIREMENT

1. Policies, Coverages, and Endorsements

Proposer agrees to maintain, or to cause its personnel providing services under this RFP to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the County and the Proposer against any claim for damages arising in connection with Proposer’s responsibilities or the responsibilities of Proposer’s personnel under this RFP and all extensions and amendments hereto.

1.1.	Commercial General Liability	
1.1.1.	General Aggregate	\$1,000,000
1.1.2.	Each Occurrence	\$500,000
1.2.	Professional Liability	
1.2.1.	General Aggregate	\$2,000,000
1.2.2.	Each Occurrence	\$1,000,000
1.3.	Business Automobile (if transporting County employees or property)	
1.3.1.	Combined Single Limit Bodily Injury and Property Damage	
	\$500,000	
1.4.	Workers’ Compensation & Employers’ Liability (if applicable)	
1.4.1.	Medical & Indemnity	Statutory requirements
1.4.2.	Bodily Injury by Accident	\$500,000 / accident
1.4.3.	Bodily Injury by Disease	\$500,000 / employee
1.4.4.	Bodily Injury by Disease	\$500,000 policy limit

A current Certificate of Insurance must accompany all proposals.

2. Insured Parties

All policies shall contain a provision naming the County (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of work performed under this RFP.

3. Subrogation

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the County, its officers, agents, or employees.

4. Proof of Insurance

The policies, coverages, and endorsements required by this provision shall be shown on a Certificate of Insurance on which the County must be listed as an **Additional Insured party and the Certificate Holder** and which should be furnished to the County prior to the commencement of this Agreement/RFP. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Nebraska. The County may withhold payments under the terms of this Agreement/RFP until the Proposer furnishes the County copies of all Certificates of Insurance from the insurance carrier(s) showing that such insurance is in full force and effect.

5. Cancellation

New Certificates of Insurance shall be furnished to the County at the renewal date of all policies named on these Certificates. *Proposer shall give the County thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.*

ATTACHMENT F – EVALUATION & SCORING RUBRIC

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to Dodge County. Each item has been assessed a percentage upon which the final score will be determined. A total of 100 percentage points for the following items will be considered a perfect score.

The following will be significant factors in evaluating proposals, but the evaluation will not be limited to these items when making a final recommendation.

Factor	Percentage	Description
<i>Understanding of County and Project</i>	25%	Indication the Proposer understands the nature of County services and constraints (if any) in providing those services. In addition, that the Proposer has thoroughly analyzed the County's needs and requirements.
<i>Experience and Capacity/Coordination and Project Management Services</i>	30%	Evidence the Proposer has successfully completed work of comparable magnitude, complexity, scope, and has personnel who have demonstrated experience in completing a project of this size and magnitude.
<i>Financial Condition</i>	10%	Verifiable proof of company financial viability and solvency.
<i>References</i>	20%	Provide the names, telephone numbers, emails, and addresses of at least three (3) business references that the Proposer has provided the same or comparable level of service as described in this RFP. Particular attention will be given to the quality of the response from those references, particularly in the Fremont/Omaha/Lincoln areas.
<i>Timeliness of Proposed Methodology</i>	5%	It is not the County's desire to engage in an unnecessarily extended process. Proposals featuring well-defined and aggressive time frames will be viewed more favorably.
<i>Cost</i>	10%	Final cost may be negotiated with the successful proposer. The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the County.