

# CITY OF NIAGARA FALLS, NEW YORK

## REQUEST FOR BIDS BID #40-10

Bids on items as specified herein will be accepted at City Hall until 11:00 A.M., and opened at 11:00 A.M. on Sept. 14, 2010.

Bidders must state when delivery can be made.

All bids are subject to delivery as stated herein.

If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution, otherwise it will be assumed that the bid is based on the grade or brand specified.

The City reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities.

Bids are to be shown NET. Cash discounts are to be stated, if any.

All bids must be accompanied by the requisite bid bond IF SO STATED IN THE SPECIFICATIONS.

Provision of any required performance bond is the responsibility of the bidder.

Prices must be filled in with typewriter or ink on this form.

THE ENVELOPE CONTAINING THE BID MUST BE SEALED AND CLEARLY MARKED WITH THE BID NUMBER.

Any and all bids and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

**BIDDER'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.**

### NON-COLLUSIVE BIDDING CERTIFICATION (PERSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidders as well as to the person signing on it's behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy or resolution authorizing the execution of this certificate by the signator of this bid or proposal on behalf of the corporate bidder.

(see reverse side for additional information)

**COMPANY NAME:**

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**ADDRESS:**

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<b>TOTAL NET PRICE</b>	<b>DELIVERY PROMISED</b>
<b>CONTACT PERSON FOR QUESTIONS REGARDING BID</b>	<b>TELEPHONE NUMBER</b>
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>TITLE</b>	

**MAIL BIDS TO:**  
CITY OF NIAGARA FALLS  
PURCHASING DIVISION ROOM 14-B  
PO BOX 69  
NIAGARA FALLS, NY 14302-0069

**DELIVER BIDS TO:**  
CITY OF NIAGARA FALLS  
CITY HALL ROOM 14-B  
745 MAIN STREET  
NIAGARA FALLS, NY 14302-0069

BIDS SUBMITTED BY FACSIMILE ARE UNACCEPTABLE



**City of Niagara Falls, New York**  
**Indexing/Imaging Police Arrest Index Cards**  
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**GENERAL SPECIFICATIONS**

The contents of this document are based upon New York State Archives "Imaging Production Guidelines". All references to industry standards (ANSI, AIIM, etc.) are the latest revision thereof, on the date of the Bid Request.

**SCOPE: The contract between the City of Niagara Falls and the Vendor applies to original local government records to be indexed and reproduced as digital images for the City and to the services listed on the attached specifications. User copies will be produced on CD-Rs.**

- All contractors are required to have been in business a minimum of five (5) years and serviced at least three (3) similar accounts in size and scope. All records to be indexed and scanned are of a highly confidential nature. The Contractor must maintain the confidentiality of the records, and must further assure such compliance by its employees. References from three (3) governmental agencies with contact name and phone number must be submitted with the completed bid form.
- The successful contractor will have complete in-house capability to perform all the operations (scanning, indexing, etc.) as specified herein on his premises. **No subcontracting will be permitted.**
- The contractor will pick up records at various intervals designated by the City of Niagara Falls throughout the contract period. All original records are to be picked up no earlier than 3 P.M. and returned within five work days.
- All records are to be stored on the contractor's premises in a D.O.D. Class A fireproof concrete vault and are to be accessible at all times for immediate retrieval by the contractor or City of Niagara Falls personnel. Records requested by City personnel are to be delivered within 24 hours after the request in the format specified by City personnel (i.e. original document, fax or e-mail).
- **The final shipment of CD-Rs is to be delivered to the City of Niagara Falls for inspection no later than Nov. 30, 2010. No new records will be shipped after that date.**

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**COMPLIANCE WITH SPECIFICATIONS:**

- a) All work is to be done for the City of Niagara Falls according to the attached specifications. These specifications, guidelines, and standards apply to indexing and digital conversion of local government records. The Contractor must adhere to these directives. Any deviations from the guidelines will be given to the Contractor in writing. All references to industry standards (ANSI, AIIIM, etc.) are the latest revision thereof, on the date of this bid request.
- b) The City of Niagara Falls reserves the rights to specify additional indexing and/or scanning methods and instructions for any and all items should this become necessary. The indexing/scanning methods and instructions shall not be changed by the Contractor without prior consent from the City of Niagara Falls. If any item cannot be indexed or scanned in the manner specified after consultation with the City of Niagara Falls, the Contractor shall return it with justification for its rejection. The City of Niagara Falls may, at that time, contract with another vendor to complete the portion of the project that the Vendor cannot complete.
- c) Failure of the Contractor to meet the requirements of the contract and the attached specifications shall constitute default. The City of Niagara Falls shall notify the Contractor in writing of unsatisfactory service, poor workmanship, or poor delivery. Failure of the Contractor to correct the conditions of default at its own expense or to come to an amicable solution with the City of Niagara Falls within thirty (30) days shall constitute default.

**INSURANCE AND SECURITY**

**Prior to commencement of work, the successful contractor must provide the City with a certificate of insurance which complies with all terms, conditions and specifications as set forth in the attached Instructions for City of Niagara Falls Standard Insurance Certificate. In addition, the successful contractor shall also supply proof of valuable papers insurance in the amount of \$100,000 prior to the award to the bid.**

The Contractor shall insure, at no charge to the City of Niagara Falls, all materials against loss or damage from any cause, from the time they leave the City until they are returned. Each shipment is to be insured while in transit and while at the filming facility. The limit of liability for an item lost or destroyed shall be a sum which will cover the cost of processing an acceptable replacement item.

**VENDOR FACILITIES**

Vendor facilities shall be subject to inspection and approval by the representatives of the City of Niagara Falls before and at any time during the performance of a contract to ensure production and quality control capabilities.

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**PRICES**

- a) Prices shall be quoted for all aspects of the project in cost per image to include: indexing/scanning (one unit cost) and document preparation (where applicable). Additional necessary costs for the completion of the project (importing database, training, etc.) shall be specified individually.
- b) The City of Niagara Falls will not be responsible for any shipping charges for records or CD-Rs being shipped to or from City locations.
- c) Pricing shall remain in effect for the duration of the project.

**COPYRIGHT**

All CD-Rs produced by the Contractor are the property of the City of Niagara Falls. No part of the CD-Rs may be sold, given away, or duplicated without expressed written permission of the City of Niagara Falls.

**COMMUNICATION**

A representative of the Contractor shall be appointed to coordinate the project with the City of Niagara Falls. The representative shall be thoroughly familiar with the terms of this contract and shall have an in-depth knowledge of technical indexing/digital imaging issues per NYS Archives requirements and demonstrate a concern for the special requirements involved.

**PREPARATION OF RECORDS**

The City of Niagara Falls will be responsible for the preparation of all records to be scanned. In the event that additional preparation is necessary by the vendor, prior notification to the City of Niagara Falls is necessary.

**ORDER OF SCANNING**

All records are to be scanned in the order in which City personnel have arranged them.

**PACKING, PICK-UP AND DELIVERY**

- a) Contractor will adhere to the **PACKAGING** and the **PACKAGE MARKING** sections of the attached specifications.
- b) Contractor shall maintain a log acknowledging receipt of each shipment of records and shall make this log available upon request of the local government.

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- c) All records packed by the City in one shipment shall be returned together in a single delivery shipment, properly secured in the container so that the original order is maintained during shipment.
- d) All shipments to and from the City shall be made via an agreed upon commercial carrier unless other arrangements are made which are acceptable to the City.

**QUALITY CONTROL INSPECTION, ERRORS AND DELAYS**

- a) Errors reported during the inspection process shall be handled as outlined in the specifications.
- b) Any errors made by the Contractor, which are identified during the inspection process, shall be corrected before the film is scanned or the records are to be rescanned without additional charge within 30 days of the Contractor's receipt of items for correction. The Contractor shall be responsible for payment for any extra transportation or mailing cost resulting from such errors.
- c) Additional Contractor errors shall be corrected at no expense to the City of Niagara Falls if identified within one year of the completion date (last date of filming) of the project.

**SPECIAL IMAGING**

Methods of imaging other than those specified in this contract and attached specifications may occasionally be requested by the City. Specifications for services not described in this contract and rates charged for these services shall be provided on request from the Contractor. Any special treatment requiring extra charges shall not be carried out by the Contractor without the express permission of the City.

**INVOICES**

The Contractor shall provide detailed invoices for each completed shipment within 14 days of delivery of the shipment to the City. Invoices shall reflect the price structure delineated in this contract. They shall reflect the number of images and the charge per image, the number of CD-Rs produced and any other itemized charges. The City shall not be charged for any shipping to or from the Contractor's facility.

**DIGITAL IMAGING SPECIFICATIONS**

This specification is for the digital imaging of Police Department arrest index cards. The index cards shall be digitally reproduced on recordable compact discs (CD-Rs) which will be loaded onto a server for use by City personnel with the Documentum Application Xtender program. The CD-Rs shall be retained by the City of Niagara Falls as backups.

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**SCOPE**

- A. **RECORDS SERIES NAME:** Police Department Crime Index Cards
- B. **DOCUMENT SIZE RANGE:** 3" x 5" - 4" x 6" (original records)

**REQUIREMENTS**

- 1. **IMAGE FORMAT:** Access images shall meet the following guidelines
  - Format: 1-bit TIFF (latest version)
  - Tonal Depth: Bitonal
  - Compression: Uncompressed
  - Spatial Resolution: At least 200 dpi (unenhanced true scan)
- 2. **COMPRESSION:** User copies may be compressed using non-proprietary, lossless compression algorithms. Document that lossless compression is being used.
- 3. **SCALING:** Scale access images so most documents fit within the typical computer screen or window for Documentum Application Xtender.
- 4. **IMAGE HEADERS:** Access images cannot have proprietary headers.
- 5. **IMAGE ORIENTATION:** Upright (maintain portrait or landscape as appropriate).
- 6. **STORAGE MEDIA:** Images shall be stored on CD-Rs which meet the following guidelines:
  - 6.1 Removable storage media shall have a manufacture date of less than one year before date of first use.
  - 6.2 Removable storage media shall have a minimum pre-write shelf life of five years and a minimum post-write shelf life of twenty years, based on accelerated aging test results that report on specific disc areas, such as those found in ANSI IT 9.21 CD-ROM.
  - 6.3 Disks used as storage media must comply with the applicable ISO standards, which specify how this type of media disk must store information and which allow the interchange of discs within different systems, such as ISO/IEC 13490-1:1995 ("Information technology – Volume and file structure of read-only and write-once compact disk media for information interchange") and ISO/IEC 20563:2001 (Information technology – 80mm and 120mm DVD-recordable disk").

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7. **MULTIPLE PAGE IDENTIFICATION:** All images that comprise a single document shall be accessible and presentable in their original order and be clearly associated with each other as parts of a single document.
8. **VENDOR QUALITY CONTROL AFTER SCANNING:**
- 8.1 Inspection of the images by the vendor for quality shall verify the following:
- a. Correct image filename (unique identifier)
  - b. Correct file format for each image type (master and access)
  - c. Image scanned at appropriate unenhanced dpi for each image type
  - d. Image oriented properly, whether landscape or portrait
  - e. Image is correct size (in pixels along both dimensions)
  - f. Image is not skewed
  - g. Image is not rotated or flipped
  - h. Image is neither too light nor too dark
  - i. Appropriate contrast exists within the image
  - j. No distortion of the image
  - k. No extraneous materials (fingers, fasteners, etc.) obscure the image
  - l. No noise or other problems in image file
  - m. Appropriate indexing terms associated with the scanned image
  - n. Monitor images are verified under controlled viewing conditions.
  - o. Image viewer used to view and evaluate the images is indicated
  - p. DPI must be verified by an independent software program.
- 8.2 **Correction of unacceptable images** shall consist of the following:
- a. Correcting image filename
  - b. Deskewing, rotating, or flipping the image to correct its orientation
  - c. Adjusting brightness, contrast or tone through rescanning
  - d. Cropping that does not remove any information in the document
  - e. Rescanning, followed by a re-inspection of the new image
  - f. Updating index database to correct errors
- 8.3 **Unacceptable modifications to the images** include the following:
- a. Sharpening the images
  - b. Retouching or despeckling
  - c. Dithering or quantization
  - d. Removing information from the images
  - e. Adding information to the images
  - f. Burning annotations or “sticky notes” onto the image file itself
9. **RESOLUTION:** Image sharpness should be equivalent to the dots per inch (dpi) required for the original image type as explained above (“1. Image Format”). Use commercially produced resolution targets, such as those outlined in ANSI/AIIM TR38-1996, “Identification of Test Images for Document Imaging Applications”, and follow

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techniques in ANSI/AIIM MS44-1998, ("Recommended Practice for Quality Control of Image Scanners"), to verify scanner performance. Provide evidence of adherence to these standards at the close of the project.

**10. DOCUMENTATION TO SCAN WITH THE RECORDS:** Scan the following documentation with the records, ensuring that this documentation is clearly associated with this specific set of records:

- c. Organization Name and Address:  
**City of Niagara Falls Police Department**  
**1925 Main Street**  
**Niagara Falls, NY 14305**
- d. Contractor's name and address, and dates of scanning
- e. Certification Target signed by the scanner operator
- g. Resolution Target that complies with ANSI/AIIM TR38-1996.  
"Identification of Test Images for Document Imaging Applications" or other industry-standard resolution target
- h. Indices, finding aids, and other metadata associated with the documents, if supplied (which differs from the index database for the images)
- i. Annotation or sticky notes should be separate from the image and not burned onto the image file itself.

**11. RETRIEVAL AIDS:** An Index/Image import file shall be created containing the appropriate images of the key index retrieval fields as follows:

**11.1 Unique Identifier for Images:** Each image shall have a unique sequential numeric identifier. This identifier shall be unique across all separate external media, not merely within a single disc.

**11.2 Indexing Data Fields:** The index of images shall consist of the following fields: last name, first name, date of birth.

**11.3 Optical or Intelligent Character Recognition:** If required, the vendor shall conduct optical or intelligent character recognition (OCR or ICR) to convert digital images into electronic text. The vendor shall certify the conversion to be at least 99.9% accurate as measured by character count, which is equivalent to 10 to 20 errors per page on a standard 2000-character page when formatting is taken into account. The converted text shall be logically associated with the respective digital image or document.

**11.4 Indexing Database:** The indexing database (including, if applicable, OCR'd text) shall store the required index data in ASCII or Unicode, and shall associate each record within the database with the respective digital image or document.

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**11.5 Index Accuracy:** The vendor shall verify the index via dual data entry, data entry operator verification immediately subsequent to data entry, or other means, as appropriate or required, to ensure accuracy.

- 12. PACKAGING:** Optical media (CD-Rs) shall be stored in unbroken jewel cases and shall rest on the inner spindle without pressure that could produce damage during removal or re-emplacement. The City of Niagara Falls may accept or require alternate packaging at its discretion. The vendor shall deliver the media to the City in boxes, with the media fitting firmly but not tightly.
- 13. PACKAGE MARKING:** At a minimum, the following data, machine-printed on the label, shall appear on each disc and each jewel case or other storage containers:

**City of Niagara Falls**  
**Police Department**  
**Arrest Card File/Date**  
**Package or Media Number**

- 14. QUALITY OF WORK:** Scanning shall capture each digital image of a document page so that every line and character on the document appears and is legible in the image. Removable media shall be free of scratches, cracks, finger marks, warping or any other defect that might adversely affect quality or usability.
- 15. CONTRACTOR INSPECTION:** The vendor shall inspect each individual image and disc for compliance with the requirements herein, including resolution, image quality, accuracy of the index and general workmanship. The vendor shall include an inspection report or certification for each disc included in each shipment.
- 16. CUSTOMER QUALITY CONTROL:** The City of Niagara Falls shall have the right, after inspection, to reject any images determined not meet the requirements of these guidelines. In such cases, the contractor must rescan at no additional charge to the City.
- 17. REJECTION OF BACKUP MEDIA:** When the City of Niagara Falls rejects an entire disc, the rejected disc shall be defaced by cracking, punching, or shredding by City of Niagara Falls representatives after corrections have been made. All rejected discs remain the property of the City of Niagara Falls.
- 18. VENDOR FACILITY INSPECTION:** The City of Niagara Falls reserves the right to inspect and approve the vendor's work site before and at any time during the performance of this contract to ensure the vendor's production and quality control capabilities.
- 19. FILE INTEGRITY:** Unless otherwise specified elsewhere in the contract, the vendor shall maintain the original documents in their existing file order before, during, and after

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scanning. The vendor shall return file material to the original storage containers in the same order that existed before scanning, except that the vendor shall maintain any corrections to file order made during the preparation for scanning. The vendor shall not restore any fasteners (staples, clips or tape) removed during document preparation.

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**INSTRUCTIONS FOR**  
**CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- \* Premises and Operations
- \* Products and Completed Operations
- \* No exclusion for X C U coverage (explosion, collapse and underground)
- \* Independent Contractors
- \* Broad Form Property Damage
- \* Contractual Liability
- \* Fire Legal Liability
- \* Personal Injury Liability (Cov. A, B and C)
- \* Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)

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- \* If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

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- H. Performance and Payment Bond: (if specified in bid request) A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than \_\_\_\_\_ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.