



CITY OF COVINGTON

Legal Department

September 7, 2023

VIA ELECTRONIC MAIL

Local Records Branch
Kentucky Department for Libraries and Archives
P.O. Box 537
300 Coffee Tree Road
Frankfort, KY 40602-0537

RE: Local Records Grant Application

Dear Local Records Branch of KDLA:

Please find the City of Covington's application and supporting documentation attached for a grant request from your agency.

As we only received one bid responsive to our Invitation to Bid, I am also including documents listing of organizations to whom we issued invitations and a listing of or organizations who downloaded our Invitation to Bid documents.

Please contact me should you have any questions or need any additional information. Thank you very much for your consideration of our application.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Ellis".

Susan Ellis, CMC, CKMC
City Clerk

Attachments:

Cover Letter (KDLA Cover Letter - City of Covington 2023.pdf)
Grant Application (LR2GrantApplication - City of Covington 2023.pdf)
Invitation to Bid Proposal (ITB230802 Microfilm Reader Viewer.pdf)
Invitation to Bid Addendum No. 1 (ITB230802 Microfilm Reader Viewer Addendum No. 1.pdf)
Vendor Invitation List (ITB230802 Microfilm Reader Viewer Vendor Invites.pdf)
Document Taker List (ITB230802 Microfilm Reader Viewer Document Takers.pdf)
List of Bidders (ITB230802 Microfilm Reader Viewer List of Bidders.pdf)
BP Imaging Solutions Proposal (ITB230802 BP Imaging Solutions Bid Response.pdf)



Kentucky Department for Libraries and Archives
Local Records Program

Grant Application

Please review the Local Records Program Grants Guidelines: [LRGrantGuidelines.pdf \(ky.gov\)](#) and consult with your Regional Administrator before completing this form. Attach three (3) written, itemized, project bid proposals for each project section. Please send the completed application to:

Email (preferred)

LRB.Application@ky.gov

Mail

Local Records Branch
Kentucky Department for Libraries and Archives
P.O. Box 537
300 Coffee Tree Road
Frankfort, Kentucky 40602-0537

Fax

Local Records Branch
(502) 564-5773

Contact Information

Local Government Agency:

City of Covington

Applicant Name:
(Records Custodian/Officer)

Susan Ellis

Applicant Title:

City Clerk

Primary Point of Contact:

Susan Ellis

Office Address:

20 West Pike Street

Covington, KY 41011

Phone Number:
(Including area code)

859-292-2314

Email Address:

susan.ellis@covingtonky.gov

Federal ID Number:

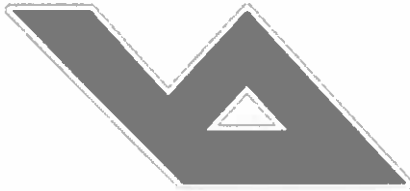
61-6001804

Project Summary

Total Funds Requested: \$ 12,320.00

Please provide a complete description of the proposed project: Describe the project scope and expected results. Explain why the identified records are selected for preservation; and their historical significance and relevance to the community. Identify key agency personnel and their role(s) in the project. Explain the agency's contribution to the project: working space, equipment storage, staff or monetary contribution. Describe how the completion of this project will assist the agency's records management program.

Earlier this year, it was determined that our microfilm reader/printer which was originally purchased in 1991 was no longer working properly. Upon contacting several vendors, all verified that it was obsolete and parts had not been available for this unit for over 10 years and that we would need to replace it entirely. We currently have 119 rolls of 16 mm microfilm and 51 rolls of 32 mm microfilm containing images of our minute and ordinance books ranging from 1837 to 2016 that we are unable to access without working equipment. Our local library maintains duplicate copies of our microfilm rolls, so if we receive requests for that information, we have to refer the requester to the library even though these are OUR records and we should be able to provide access to them to our staff or the public. Having the ability to access and provide digital copies as well as to ultimately be able to index and search these records would be a great enhancement to our records management.



**Kentucky Department for Libraries and Archives
Local Records Program**

Plan of Work

Please list the lowest bid project vendor(s) for each section.

Section I

Purpose: To be able to view, index, search, digitize, and print microfilm images.

Vendor: BP Imaging Solutions
 Vendor Contact: Brett Passineau
 Vendor Address: 28 E. Rahn Road, Suite 115
Kettering, Ohio 45429
 Vendor Phone and Email: 937-439-1327 bpassineau@bpimagingsolutions.com

Records	Date	Series	Cost
ST Imaging ViewScan 4 Microfilm Scanner			\$9,350.00
ST Imaging Optical Character Recognition			\$ 525.00
ST Imaging Cruise Control			\$1,445.00
HP 27-inch LCD Wide Screen G4 FHD Monitor			\$ 350.00
1st Year On-Site Maintenance Agreement			\$ 650.00
<i>Quality Control (Add 12.5% of the microfilming cost)</i>			n/a
Total Section I Cost			\$12,320.00

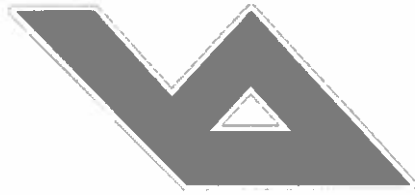
Section II

Purpose: n/a

Vendor: _____
 Vendor Contact: _____
 Vendor Address: _____

 Vendor Phone and Email: _____

Records	Date	Series	Cost
<i>Quality Control (Add 12.5% of the microfilming cost)</i>			
Total Section II Cost			



**Kentucky Department for Libraries and Archives
Local Records Program**

Section III

Purpose: n/a

Vendor: _____

Vendor Contact: _____

Vendor Address: _____

Vendor Phone and Email: _____

Records	Date	Series	Cost
<i>Quality Control (Add 12.5% of the microfilming cost)</i>			
Total Section III Cost			

Section IV

Purpose: n/a

Vendor: _____

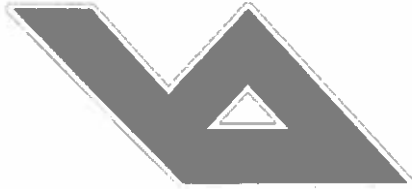
Vendor Contact: _____

Vendor Address: _____

Vendor Phone and Email: _____

Records	Date	Series	Cost
<i>Quality Control (Add 12.5% of the microfilming cost)</i>			
Total Section IV Cost			

** Please Attach Additional Sections, if needed**



**Kentucky Department for Libraries and Archives
Local Records Program**

Can these records be removed from the office during the project? Yes No N/A

In what format do these records exist? Select all that apply.

Paper Electronic Files Microfilm Microfiche Aperture Cards Plats

Other: _____

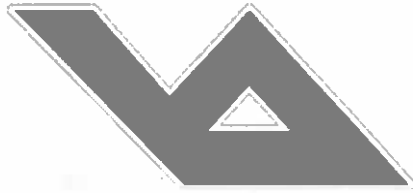
Where are project records located? How does your agency provide for the long-term survival and accessibility of agency records? Are the records stored in a secure, climate controlled and fire-resistant facility, with adequate storage space, and proper security and supervision? Please explain.

Our microfilm rolls are currently stored securely in a microfilm cabinet. The microfilm reader/scanner and wide screen monitor that we will be purchasing will be connected to an existing workstation in our legal department, access which is controlled by security doors. Staff accessing this equipment will receive training. Public use of this equipment will be by appointment only under the supervision of the City Clerk or Legal Assistant.

Project Outcomes

Describe project outcome(s) and explain the significance of each. How will the project outcome(s) assist with the management of project records? How will project outcome(s) advance the agency's records management program?

This new microfilm reader/scanner will restore our capability of accessing our permanent records which have already been converted to microfilm. In addition, with the improved technology, we will be able to create digital copies of the microfilm images so that they can be emailed and printed as needed. This technology will further provide us with OCR capabilities so that the microfilmed documents can be automatically searched and indexed for ease of access. This was a capability that we have not had previously.



Kentucky Department for Libraries and Archives Local Records Program

Commitment of Local Government:

Explain the ways your agency contributes resources to records management: Does your agency engage in the regular disposition of records in accordance with applicable records retention schedules? Does your agency separate inactive or non-current materials from active files? Does your agency provide records management training to agency staff? Explain your agency's records management program.

The City Clerk's office currently coordinates all records retention activities and regularly reviews records to ensure they comply with KLDA retention schedules. When records have been identified as meeting all retention requirements, they are destroyed and certificates are sent in to KDLA. Items that are identified as non-records are destroyed regularly through shredding and recycling. The City Clerk provides information regarding retention to staff related to the records for which they are responsible and guides them in their retention/destruction efforts.

How does your agency ensure records are available to the public? Explain how your agency ensures access to records per the state's Open Records Law (KRS 61.870-876).

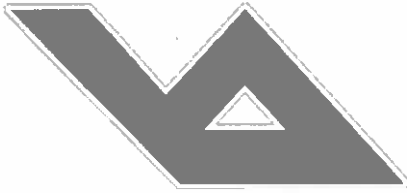
Open records requests are handled through our website with complete instructions to the public at <https://www.covingtonky.gov/government/departments/legal/open-records>. We have a kiosk in our lobby that is available to the public for those who may not have access to a computer. For members of the public who are unable to use technology, we provide telephone or in person assistance for requesting records. Responses to these requests are handled in compliance with Kentucky Open Records Law through the City Clerk's office.

Additional information/comments:

As stated previously, this grant application is a request for equipment only. We are not requesting any microfilming or digitizing services at this time. Our most urgent need is to improve our records program by restoring our ability to access our permanent microfilmed records. This will provide our staff with more efficiency to conduct research and respond to both internal and public records requests and inquiries.

Did you consult with your Regional Administrator (RA) on the project specifications (the records)?

With the resignation of Beth Williams, we do not have a Regional Administrator at this time. I have reached out to Nicole Bryan, Local Records Branch Manager with questions as well as review of our Invitation to Bid and this application.



Kentucky Department for Libraries and Archives Local Records Program

Certification:

Statement regarding expenditure of funds: The applicant agrees that funds granted under the Local Records Program will be spent solely in accordance with the project description and budget statement presented in this application. The grant recipient acknowledges that any changes in the submitted plan of project work, funding, or length must be submitted in writing to, and approved in advance by, the Kentucky Department for Libraries and Archives.

Statement regarding archival and records management policies and procedures: The applicant agrees to comply with all policies, procedures, and standards deriving from Kentucky Revised Statutes, Kentucky Administrative Regulations, as well as the policies of the Kentucky Department for Libraries and Archives and the State Libraries, Archives, and Records Commission concerning management, preservation, reproduction, and storage of public records in addition to those dealing with the official recording of such records in government offices, whether on paper, microfilm, or other medium.

Statement regarding project status and financial expenditure reporting: The applicant agrees to submit biannual Project Status and Financial Expenditure Reports during the course of the project and at the end of the project as specified in the grant contract. The grant recipient also agrees to create a separate grant fund account, maintain separate financial and programmatic records on this project, and retain source documentation such as canceled checks, paid invoices, payrolls, or other accounting documentation, which would facilitate an audit as required by statute, regulation, or administrative procedure.

Statement regarding continued records management and preservation support: The applicant agrees to make budgetary allowance to continue the work begun by this project to better manage, preserve, and secure the current and future records of this agency. The applicant also recognizes that such an allowance is a necessary operating expense that must be budgeted for on a regular basis.

Statement regarding the Americans with Disabilities Act: The applicant agrees to comply with the Title II provisions of the Americans with Disabilities Act and to submit to the Department, upon request, documentation that demonstrates compliance with the Title II requirements of the Americans with Disabilities Act.

Statement regarding State and Local Procurement: The applicant agrees that it has complied with all state and local procurement requirements to obtain bids as part of this application process.

Has any audit conducted by any entity during the two years preceding this application found your agency to have failed to comply with any applicable state purchasing statute? This includes failing to solicit for bids through an approved method found in statute or failing to award the bid to the lowest qualified bidder for any reason other than those allowed by statute. This would include the acquisition of any item or service not specifically exempted from bidding by statute. Audit reports for any agency selected to receive a grant may be checked to verify your answer to this question, a falsification may be considered fraud.

Yes No



Kentucky Department for Libraries and Archives
Local Records Program

Attest:



Local Government Authorized Official Signature

Ken Smith, City Manager

Printed Name and Title

9/6/2023

Date



Official Custodian of Records

Susan Ellis, City Clerk

Printed Name and Title

9/6/2023

Date

CITY OF COVINGTON,
KENTUCKY

INVITATION TO BID

ITB230802

MICROFILM READER / VIEWER
PROCUREMENT

BID RESPONSES DUE **NO LATER**

THAN:

10:00 A.M. 2023 August 31



ISSUED

ON:

2023 August 23

FOR:

Office of the Municipal Clerk

BY:

Department of Finance | Procurement
Office

20 W Pike St
Covington, KY 41011

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1 LEGAL NOTICE / ADVERTISEMENT / INVITATION TO BID

The City of Covington has issued an Invitation To Bid ("ITB") for the following:

Procurement of **ONE (1) MICROFILM READER / VIEWER AND RELATED ITEMS.**

Said bid shall be physically delivered and received* **no later than 10:00 A.M.** (prevailing time)

2023 August 25 to the:

City of Covington City Hall
Finance Department
First (1st) Floor Lobby Window
20 West Pike Street
Covington KY 41011

**The City of Covington presently does not accept competitive bids and/or proposals electronically (e.g., via: Fax, e-Mail, Internet / Web Portal, etc.).*

Bids will be opened and read publicly by the Procurement Officer, Municipal Clerk, or designated alternate at the time and date specified for receipt of competitive offers, at the City Commission Chamber, 20 West Pike Street, Covington, KY, 41011 first (1st) floor.

Bids will be tabulated and referred to the appropriate agencies and Covington City official(s) for evaluation, procurement recommendation(s) and approval(s), in accordance with applicable City policy(ies). The City reserves the right to reject any and all bids, and to waive any informalities. A copy of the bid documents may be obtained via the City's website at www.covingtonky.gov. Additional questions may be directed to the City's Procurement Officer, Peter Hager, at peter.hager@covingtonky.gov, or 859.292.2178.

Award shall be made based on the lowest bid price, to the most responsible and responsive bidder, as permitted by KRS 45A.365. A reciprocal preference will be afforded for resident bidders of the Commonwealth of Kentucky, in accordance with KRS 45A.494.

2 TIMELINE OF EVENTS

BID SCHEDULE	DATE
Issuance of Invitation To Bid ("ITB")	2023 August 23
Submittal of Bids Due NO LATER THAN	2023 August 31 10:00AM
Award Determination and Approval (Estimated)	2023 December 31

3 BACKGROUND

3.01 Background:

- (1) The City of Covington ("City") possesses a microfiche reader/viewer that has become worn beyond economical repair and, therefore, seeks to procure new replacement equipment for the efficient and effective operation of its records management, in accordance with applicable State and local regulations.
- (2) Anticipating the need to procure equipment, the City researched various makes and models of equipment generally and commercially available in the open / competitive marketplace and solicited, hosted, and considered multiple competing product demonstrations of equipment it perceived to have potential to satisfy the City's present and future operating needs.
- (3) The City also sought potential grant funding sources and identified the Kentucky Department for Libraries and Archives Local Records Program grant program opportunity, to which the City intends to apply for funding to cover the City's acquisition costs related to the equipment and services specified herein.
 1. This intent is further depicted and represented by the inclusion of the "INVITATION FOR BID PROPOSAL" document on the following page, which specifies Special Conditions applicable to this competitive bid opportunity, and with which interested bidders shall comply to be responsive to these invitations and receive the City's consideration for award.
 2. If the City is unsuccessful in attaining grant funding that covers the costs of acquiring this equipment, the City anticipates making no award and rebidding at a future date upon identifying another potential funding source.

Remainder of page intentionally blank.

INVITATION FOR BID PROPOSAL

The Office of the City of Covington City Manager
on behalf of the Municipal Clerk's Office is applying for a Kentucky Local Records Program grant and is now accepting bid proposals for services/equipment/supplies.

Special Conditions

1. Bid proposals for micrographics services will only be considered from offerers whose laboratories are certified by the Kentucky Department for Libraries and Archives.
2. Work must be performed in accordance with applicable policies and regulations of the Kentucky Department for Libraries and Archives as stated in 725 KAR 1:050. Microfilm produced with grant funds must be tested and approved by the Department before authorization for payment will be given.
3. Copies of digital images accompanied by the corresponding index(es) must be supplied to the Kentucky Department for Libraries and Archives upon completion of the project and before payment is rendered.
4. Roll microfilm used in this project must be polyester based.
5. Micrographics services offerers must indicate the roll length that will be used and provide an estimated roll count for each line item that is accurate to within one roll.
6. Grant funds may be expended for initial quality control costs. Costs accrued from additional quality control services will be the sole responsibility of the offerer.
7. Offerers for services must conduct an onsite examination of the materials before submitting a bid proposal. Special conditions or needs (photostats, bindings, physical conditions, formats, etc.) must be taken into account before a proposal is submitted. All proposals must include the date the onsite examination was made.
8. Clarification of terms, descriptions, conditions, or specifications for equipment/supplies is the sole responsibility of the offerer.
9. Bid proposals must include separate, itemized price quotes for each line item of the proposed project, or section for which the offerer is making a proposal, and a total cost of all sections bid on.
10. Offerers must provide services or materials within the term of the grant following the beginning of the FY 2024 and subsequent availability of state funds.
11. Written notification from the local agency and the signed, returned obligation statement shall constitute a legal obligation on the part of the offerer to provide the services as stated.
12. Selection of a bid proposal is contingent upon the award of the Local Records Program grant and subsequent availability of state funds.
13. Written proposals must be received no later than 2023 August 31 10:00 A.M. to be considered.

 / City Manager
Signature/Title

Ken Smith
Printed Name

2023 August 22
Date

3.02 General Terms For Bidding:

(1) Bid pricing shall:

1. Remain firm for acceptance through 31 December 2023.
2. Include (FOB: Destination) delivery to the Covington Municipal Clerk's Office, 20 W Pike St, Covington, Ky 41011, of all needed goods and services required to satisfy or exceed minimum bid specifications and all stated deliverables thereof.
3. Not include sales and use taxes as the City of Covington KY is exempt therefrom as a governmental entity.

(2) Bid responses shall:

1. Be inclusive of all forms provided to form a complete bid to the City of Covington, all of which shall be completed and executed by a duly authorized representative of bidding entity. Specifically, this includes: the City's **Bid Form** and **Bid Schedule**; Separate **Schedule of Exceptions**, if any, bidder takes to the City's specifications; "**Non-Collusion Affidavit**" and "**Campaign Finance Affidavit**."
2. Consist of one (1) signed original copy, submitted in a sealed envelope plainly marked "SEALED BID FOR MICROFILM READER/VIEWER - DO NOT OPEN WITH REGULAR MAIL."
3. If available, the City requests for Bidders to include a digital copy of their Bid documents, submitted via a USB drive or compact disc, to be enclosed with their physical bid submittal.

4 EVALUATION PROCEDURES

4.01 Mandatory Criteria

(1) The City of Covington will only consider bids from Bidders that:

1. Can demonstrate a proven track record of successfully and reliably providing similar services, and products, to similar entities.
2. Are in good standing with the City under City of Covington Code of Ordinances Section 35.003.
3. Are not involved in any adverse claims against the City and are not delinquent in their financial obligations to the City.
4. Can demonstrate substantial compliance with this solicitation.

4.02 Evaluation Criteria

(1) Bids will be evaluated and awarded based on the lowest responsible and responsive bidder, with consideration of the preference for resident bidders as required by KRS 45A.494. The provisions of KRS 45A.490 to 45A.494 are specifically incorporated into this Invitation To Bid by reference.

4.03 Award

- (1) A determination of award will be made in accordance with the standards of KRS 45A.395. Prior to a contract being awarded to the lowest responsible and responsive bidder whose bid meets the specifications of this IFB, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

- (2) "Responsible bidder" means a person or company who meets mandatory criteria indicated above, who has the capability in all respects to perform the contract fully, the integrity and reliability which will assure good faith performance, and who has completed the enclosed affidavits regarding Non-Collusion and Campaign Finance.
- (3) Awards of contractual obligations upon the City of Covington shall comply with all applicable City policies and procedures regarding same. The City reserves the right to award a contract in whole, in part, or not at all.

5 BID STIPULATIONS AND REQUIREMENTS

5.01 General Information

- (1) The City of Covington, Kentucky is a Kentucky Home Rule Class city. The executive and legislative authority is vested in the Board of Commissioners, which consists of the Mayor and four Commissioners. The City Manager is the chief administrative officer and is responsible for day-to-day operations. The City Manager is assisted by the Assistant City Manager for Administration, in addition to various department heads and City staff, including a Police Chief, Fire Chief, Finance Director, City Solicitor and Director of Public Works.
- (2) The City has a number of boards and commissions pursuant to state law, local ordinance, or both. While some boards are comprised wholly or partially of City employees or officials, others are comprised of citizens of the City who are not otherwise employed by the City (e.g., Board of Adjustment, Code Enforcement Board, Board of Architectural Review and Development).

5.02 Bid Guarantee / Award Procedure

- (1) Funding for this procurement is subject to grant award determination, which is anticipated to be made December, 2023. Therefore, it is anticipated that, subject to grant award, a recommendation for award for this Bid will be made by 2023 December 31. All interested parties are required to guarantee their Bids as **irrevocable offers valid and firm for acceptance, at a minimum, through 2023 December 31**. The City of Covington, Kentucky in its sole and absolute discretion shall have the right to award a contract for any or all items or services listed in each bid; The City shall have the right to reject any and all Bids, as it deems to be in its best interests, and to waive formalities and reasonable irregularities in submitted documents.

5.03 Bidder Questions

- (1) The City will exercise diligence to accurately answer questions Bidders may have, provided they are submitted in writing by e-mail to Peter Hager, Procurement Officer at peter.hager@covingtonky.gov no later than 2023 August 28 12:00 Noon. All answered questions will be made publicly available via the City's website, www.covingtonky.gov no later than 2023 August 30 3:00 P.M.
- (2) It shall be Bidder's obligation to reference the City's website, as

needed, prior to submission of a Bid. It is each Bidder's responsibility to read this solicitation in its entirety, be fully acquainted with the specifications, terms and conditions defined herein. Failure of any Bidder to perform accordingly shall not relieve Bidder from any obligation with respect to their submitted Bid. If any Bidder is in doubt as to the true meaning of any part of this Invitation To Bid and/or specifications, it is at that Bidder's sole discretion to whether to exercise this option to obtain clarification.

5.04 Modifications

- (1) The City reserves the right to modify this IFB through written addendum at any time prior to the Bid deadline for any reason. All modifications shall be issued in a written addendum and made available on the City's website, www.covingtonky.gov, prior to the deadline for submissions.

- (2) The City shall not be responsible for oral interpretations given by any City employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this IFB, the City will attempt to notify all prospectively interested entities and the addenda shall become a permanent part of the Bid; however, it shall be the responsibility of each interested entity, prior to submitting a response to review the Invitation for Bid details at www.covingtonky.gov, determine if any addenda are/were issued and to make such addenda part of its Bid submittal, if any.

5.05 Non-Discriminatory Statement

- (1) The City expressly prohibits discrimination of any kind or manner. The City does not discriminate against any individual or vendor/provider based on a protected class, including but not limited to: race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, marital status, parental status, familial status, place of birth, disability, or natural texture, color of hair, hair styles, or protective hair styles (including, but not limited to braids, locks, twists, and coverings). City of Covington Code of Ordinances § 32.040 et. seq.

- (2) In accordance with the City of Covington's Code of Ordinances Human Rights Commission requirements, § 32.040 et. seq., the successful Bidder agrees that it shall not discriminate on the basis of any protected class, including but not limited to: race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, marital status, parental status, familial status, place of birth, disability, or natural texture, color of hair, hair styles, or protective hair styles (including, but not limited to braids, locks, twists, and coverings).

- (3) The Bidder shall additionally be required to comply with the antidiscrimination and affirmative action requirements for contractors contained in KRS 45.570.

5.06 Compliance With Laws

- (1) All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this solicitation.

5.07 Indemnification

- (1) The successful Bidder, if any, shall agree to indemnify and hold harmless the City and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Bidder, the Bidder's personnel, its agents, and employees occurring during the performance of its duties. In addition to the indemnities provided above, Bidder shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions of employees or agents of the Bidder or Bidder's subcontractors in connection with the services; and (ii) shall pay all damages, costs and expenses in connection with such actions, including City's attorneys' fees.

5.08 Non-Compliance With Bid

- (1) It is understood and agreed, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in this bid and/or any prior agreements leading up to contract, then the City shall at its sole option have the right to:
 1. Cancel the contract.
 2. Require the Bidder to provide the goods or services as stated in their response at the Bid price(s).
 3. Require the Bidder to reimburse the City any cost differential(s) between its bid and the next lowest and best Bid(s) received by the City.
 4. Exercise any other remedy legally available to it.

5.09 Governing Law

- (1) This ITB and any agreement resulting from this ITB shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this ITB or any agreement resulting from this ITB shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

5.10 Acceptance of Terms and Conditions

- (1) By submitting a Bid, the Bidder acknowledges and agrees to be bound by the terms and conditions herein.

5.11 Payment

- (1) Upon delivery, acceptance, and receipt of accurate invoice, the City shall process payment to Bidder. Bidder should provide a Bill of Sale and an itemized invoice for all charges. Itemization shall include detailed specification of transaction with adequate and appropriate reference number(s), quantity(ies), price(s) per unit, and any additional costs. Invoices shall be processed by the City within (30) days of receipt. Prompt payment of invoices shall be contingent upon the necessary receipt of qualified documentation and final acceptance by the City.

5.12 Conflicts of Interest

- (1) By submitting a Bid, Bidder acknowledges that it is aware of the prohibitions against gratuities, kickbacks, and conflicts of interest as set forth in KRS 45A.455, and agrees that it shall not violate those provisions. The terms of KRS 45A.455, as set forth below, are specifically incorporated herein by reference.

5.13 Competitive Bidding

- (1) It is the intent of the City that this IFB is conducted according to the competitive sealed bidding procedures set forth in KRS 45A.365. It shall be the Bidder's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

5.14 Exclusions

- (1) Accidental exclusions on behalf of the City in this request will not be held against the City as an extra cost of doing business. It is the responsibility of the Bidder to assure that all necessary information including costs of providing the described goods and/or services described herein are included in the Bidder's response. Any "hidden" fees or services intentionally excluded or added to a Bid to deceive the City will immediately disqualify the Bidder from this and may disqualify it from any future business opportunity(ies) with the City.

5.15 Responsiveness

- (1) The City shall only consider those Bids that conform to the material requirement of the City's request and that are submitted in the Bid format set forth above. A Bid will be considered conforming and

responsive if it substantially addresses and promises to meet the requirements contained in this requestor any future reasonable requests made over the course of the selection process. The City may waive any non-conformance that is immaterial AND does not prejudice other Bidders.

5.16 Non-responsiveness

- (1) The City will reject any Bids that materially deviate from the requested specifications OR, that due to any deviation from the Bid, prejudice other Bidders whose response substantially conforms to the requested specifications. This discretion is afforded to the selection committee, members of the Board of Commissioners and other appropriate City officials.

5.17 Bidder/Vendor/Contractor

- (1) The terms "Bidder," "Vendor" and "Contractor" may be used interchangeably within the documents incorporated into this ITB, and refer to the responsibilities of the entity or individual responding to this solicitation, and the responsibilities of the successful bidder(s) upon award.

5.18 Public Information Notice

- (1) All submitted Bids become the property of the City of Covington. The City retains the right to provide copies of responses to its staff, legal, technical, and financial advisors and other officials, agents and/or representatives, as well as the obligations to comply with applicable public information statutes. It is the Bidders' responsibility to be so advised and exercise due diligence to not provide or any confidential information, trade secrets or other intellectual property that they do not want to be received by City staff and/or made public and/or to arrange to safeguard such information in advance and in accordance with all applicable statutes and regulations.
- (2) **Please note that** all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available upon request by the public. Bidders should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Bidder's competitors.

5.19 Audit of records

- (1) The successful Bidder shall maintain books and records relating to this bid and agreement for a period of five (5) years from the date of final payment under the contract in accordance with KRS 45A.410. Bidder acknowledges that the terms of 45A.410 regarding inspection of books, records, and the place of business of the successful Bidder shall apply to the contract for the work.

5.20 Revealing Violations of and Compliance with Specified KRS Chapters

- (1) Contractors shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Invitation for Bid (IFB). In accordance with KRS 45A.343 all Contractors are required to:
 1. Reveal any final determination of a violation by the Contractor or Subcontractors within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor and Subcontractor; and
 2. Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor and Subcontractor for the duration of the contract.

6 SPECIFICATIONS

6.01 New (unused) ST Imaging brand, ViewScan 4 Microfilm Scanner, 18-megapixel ("18MP") color camera, or acceptable equal, delivered (FOB: Destination) to the City of Covington, Municipal Clerk's Office, 20 W Pike St, Covington, KY, USA, 41011.

- 6.02** Equipment bid shall meet or exceed the following minimum performance capabilities, capacities and/or technical specifications:
- (1) 18-megapixel camera with 18-megapixel color image sensor.
 - (2) Graphical User Interface ("GUI") navigational input capability.
 - (3) User navigational control of film via physical buttons ergonomically located on and integral to the equipment.
 - (4) Minimum one (1), ergonomically located USB port to facilitate file saving.
 - (5) Supports multiple file image format outputs from single scan.
 - (6) Includes manufacturer's standard operational software, hardware, middleware and/or firmware.
 - (7) Intuitive interface to efficiently transmit images & files across multiple formats (e.g., e-mail, print, save/store, archive), without requiring rescanning.
 - (8) Capability to annotate any scanned image / file.
 - (9) Inclusive of all software, hardware, middleware and/or firmware typically furnished by the manufacturer as standard with acquisition of new equipment.
 - (10) Accessories, Upgrades and related components and services necessary to furnish and provide a complete, 'turnkey' installation, integrated and configured to fully and properly work with an existing Personal Computer ("PC") workstation running Microsoft Windows 10 or later and first full year On-Site support services, minimally as follows:
 1. ST Imaging brand Optical Character Recognition ("OCR") Software package, or acceptable equal, fully compatible with equipment bid.
 2. ST Imaging brand Cruise Control - Max software, or acceptable equal, fully compatible with equipment bid.

3. Pre-paid first (1st) full year On-Site Maintenance and Support Agreement.
4. Twenty-seven-inch (27") LCD wide-screen monitor with pivoting stand.
5. Complete On-Site installation including necessary cables, adapters, connectors and all other accessories, goods and/or services required to assure complete 'turnkey' set-up.
6. First full year On-Site Maintenance and Support Agreement.

Remainder of page intentionally blank.

BID FORM

(Except the filling of this form to complete and execute a bid to the City of

Covington, this bid form / document shall not be altered in any way.)

BID RESPONSE

To: City of Covington ITB230802

For: **ONE (1) Microfilm Reader / Viewer and Related Items.**

BID TO:

Covington City Manager for the Municipal Clerk's Office
c/o City Procurement Officer
Finance Department - First (1st) Floor Window
20 West Pike Street
Covington KY 41011

BID FROM: _____, a:
(Print or type NAME OF BIDDER)

(Select one) Corporation Partnership Joint Venture
 Limited Liability Company Individual

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Invitation for Bids to perform all Work as specified or indicated in the Invitation for Bids for the price(s) and within the times indicated in this Bid and in accordance with the Invitation for Bids.
2. Bidder accepts and complies with all the specifications, terms, and conditions of this Invitation For Bids instrument, inclusive of all attachments to and references herein and warrants that this Bid shall remain firm for and subject to acceptance for ninety (90) days after the due date for bids.
3. Bidder further represents its willingness and intent to execute a resulting Agreement and perform in accordance with their bid.
4. Bidder warrants that it has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Invitation for Bids, and the written resolution thereof by OWNER is acceptable to Bidder.
5. Bidder warrants that the Invitation To Bid is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
6. Bidder represents and warrants that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or (other) corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.
7. Bidder shall deliver the specified and agreed upon goods and services in accordance with the Contract Documents for the sums as marked on the following pages.
8. The following documents have been completely executed, are attached to, and are understood shall constitute conditions of this Bid:
 - a. Legal Notice / Advertisement / Invitation To Bid
 - b. Bid Specifications
 - c. Bid Form(s)
 - d. Non-Collusion Affidavit
 - e. Campaign Finance Affidavit

BID SCHEDULE

To: THE CITY MANAGER OF COVINGTON, KENTUCKY

In accordance with the legal notice / advertisement inviting bids and having familiarized ourselves with the relevant specifications and all related terms and conditions that may affect our costs as supplier(s), we hereby bid to the City of Covington to furnish and deliver same for the sum(s) indicated on the following schedule:

LINE No.	BID ITEM	QTY	UNIT	UNIT PRICE
1	ST Imaging brand ViewScan 4 Microfilm Scanner - 18MP color camera, or acceptable equal, in accordance and compliance with City of Covington Invitation To Bid No. ITB230802. Make (brand) and Model (No.) Bid: _____	1	Ea	\$_____.
2	ST Imaging brand Optical Character Recognition ("OCR") Software package, or acceptable equal, fully compatible with equipment bid for line item No. 1, above. Make (brand) and Name of Software package Bid: _____	1	Ea	\$_____.
3	ST Imaging brand Cruise Control - Max software, or acceptable equal, fully compatible with equipment bid for line item No. 1, above. Make (brand) and Name of Software package Bid: _____	1	Ea	\$_____.
4	27-inch LCD wide-screen monitor with pivoting stand. Make (brand) and Model (No.) Bid: _____	1	Ea	\$_____.
5	Complete On-Site installation and configuration including connection to an existing Personal Computer ("PC") workstation running Microsoft Windows 10 or later, necessary cables, adapters, connectors and all other accessories, goods and/or services required to assure complete 'turnkey' set-up.	1	Ea	\$_____.
6	Pre-paid first (1st) full year On-Site Maintenance Agreement. (Attach included Agreement to Bid.)	1	Ea	\$_____.

PLACE OF DELIVERY: City of Covington Municipal Clerk's Office, 20 W Pike St, Covington KY 41011.

Delivery shall be made no more than: _____ days after receipt of order.

Payment Terms (shall be Net 30, unless otherwise specified): Discount ____% ____ Days, Net ____ Days.

Pursuant to and in accordance with the above stated Invitation To Bid, the undersigned hereby declares that they have examined the ITB documents and specifications for the item(s) listed above. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) quoted, including delivery to the destination stated above and according to the prices, products/services information submitted herein.

Respectfully submitted on _____, 20____.

By _____, a

(Name of Bidding Entity)

(Select one) Corporation Partnership Joint Venture
 Limited Liability Company Individual

Incorporated, or formed in _____
(Name of State)

By _____
(Signature of Individual Authorized to Contractually Bind Bidding Entity)

(Print or Type Name and Title of Individual Signing Bid and attach evidence of authority to sign)

License or Registration No. _____

Business Address _____

Telephone No(s). _____

Fax No. _____ e-Mail Address: _____

++ END OF BID FORM ++

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF _____:

SS:

COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is:

(Select one) Sole Owner/Partner/President/Secretary/Other (If Other, indicate Title)

of _____, who on _____, 20____
(Name of Bidder) (Date Bid Submitted)

submitted to

_____ a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to

any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his business; and

- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF NON-COLLUSION AFFIDAVIT OF BIDDER ++

CAMPAIGN FINANCE AFFIDAVIT OF BIDDER

STATE OF _____:

SS:

COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is

(Select one) Sole Owner/Partner/President/Secretary/Other (If Other, indicate Title)

of _____, who on _____, 20____
(Name of Bidder) (Date Bid Submitted)

submitted to

_____ a bid as set forth in the attached copy; that bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the bidder would not violate any provision of the campaign finance laws of the Commonwealth.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF CAMPAIGN FINANCE AFFIDAVIT OF BIDDER ++

Attachment C:

CERTIFICATION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Respondent certifies its understanding and compliance with *KRS 45A.455*, which states:

I. It shall be a breach of ethical standards for any City employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

I. He, or any member of his immediate family has a financial interest therein; or

II. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

III. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

II. It shall be a breach of ethical standards for any person to offer, give, or agree to give any City employee or former employee, or for any City employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

III. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a sub Respondent under a contract to the prime Respondent or higher tier sub Respondent or any person associated therewith, as an inducement for the award of a subcontract or order.

IV. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

V. It shall be a breach of ethical standards for any City employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

By signing the below, Respondent certifies its ongoing adherence and understanding of the above.

(Print) Name

Signature



20 West Pike Street
Covington, KY 41011
www.covingtonky.gov

MEMORANDUM

To: File

From: Peter M Hager, Procurement Officer
Department of Finance

Subject: ADDENDUM No. 1
Ref.: ITB230802 Microfilm Reader / Viewer

Date: 2023 August 23

This Addendum immediately makes effective the following changes:

1. Publicly available RFP Documents converted to portable document format (".pdf").

City of Covington, Kentucky
 ITB230802 Microfilm Reader / Viewer
 Solicitation List

	Email Address or Domain Name	Date Invited
1	abramble@heraldoffice.com	Aug 23rd 2023, 9:08 AM EDT
2	ashf@xpressgovsupply.com	Aug 23rd 2023, 9:08 AM EDT
3	bpassineau@bpimagingolutions.com	Aug 23rd 2023, 9:09 AM EDT
4	brian@scan-r-store.com	Aug 23rd 2023, 9:08 AM EDT
5	camg@starstek.com	Aug 23rd 2023, 9:08 AM EDT
6	clair.riley@matriximaginginc.com	Aug 23rd 2023, 9:08 AM EDT
7	csaunders@imageaccesscorp.com	Aug 23rd 2023, 9:08 AM EDT
8	daveg@starstek.com	Aug 23rd 2023, 9:08 AM EDT
9	doughas@amazon.com	Aug 23rd 2023, 9:08 AM EDT
10	info@winninnovations.com	Aug 23rd 2023, 9:08 AM EDT
11	jbaldwin@analogueimaging.com	Aug 23rd 2023, 9:08 AM EDT
12	jerry@precisionmicrographics.net	Aug 23rd 2023, 9:08 AM EDT
13	jevans@prosound.net	Aug 23rd 2023, 9:08 AM EDT
14	katyd@image-1.com	Aug 23rd 2023, 9:08 AM EDT
15	martha@elpenterprisesinc.com	Aug 23rd 2023, 9:08 AM EDT
16	mattm@thecrowleycompany.com	Aug 23rd 2023, 9:08 AM EDT
17	melissa@coastcoast.com	Aug 23rd 2023, 9:08 AM EDT
18	mfbres@encorebroadcast.com	Aug 23rd 2023, 9:08 AM EDT
19	MICKEY@SMGSYSTEMS.NET	Aug 23rd 2023, 9:08 AM EDT
20	n.broadservices@gmail.com	Aug 23rd 2023, 9:08 AM EDT
21	pmorgan7@sbcglobal.net	Aug 23rd 2023, 9:08 AM EDT
22	Region2@cjisgroup.com	Aug 23rd 2023, 9:08 AM EDT
23	rhonda@avsvc.com	Aug 23rd 2023, 9:08 AM EDT
24	sav@schoolhouseav.com	Aug 23rd 2023, 9:08 AM EDT
25	roberth@thecrowleycompany.com	Aug 23rd 2023, 11:00 AM EDT
26	bill@worldmicrographics.com	Aug 23rd 2023, 11:01 AM EDT

City of Covington, Kentucky
 ITB230802 Microfilm Reader / Viewer
 Solicitation Document Download Activity

Vendor Name	Contact Name	Contact Email	Phone Number	Address	Document Name	Date Downloaded
Analogue Imaging LLC	Jill Baldwin	jbaldwin@analogueimaging.com	2627519529	W210 N10784 Appleton Ave Germantown US 53022	230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-23 18:22:04
BidNet	Dwight Anderson	gbs@bidnet.com	8006771997	15 british american blvd latham New York US 12110	230823 ITB230802 Addendum No. 1.pdf	2023-08-24 11:48:00
BidNet	Dwight Anderson	gbs@bidnet.com	8006771997	15 british american blvd latham New York US 12110	230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-24 11:47:55
BP Imaging Solutions	Brett Passineau	bpasineau@bpimagingolutions.com	937-609-9799	28 E. Rahn Road Suite 115 Kettering Ohio US 45429	230823 ITB230802 Addendum No. 1.pdf	2023-08-23 15:05:41
BP Imaging Solutions	Brett Passineau	bpasineau@bpimagingolutions.com	937-609-9799	28 E. Rahn Road Suite 115 Kettering Ohio US 45429	230823 ITB230802 Addendum No. 1.pdf	2023-08-30 17:32:59
BP Imaging Solutions	Brett Passineau	bpasineau@bpimagingolutions.com	937-609-9799	28 E. Rahn Road Suite 115 Kettering Ohio US 45429	230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-23 15:05:26
BP Imaging Solutions	Brett Passineau	bpasineau@bpimagingolutions.com	937-609-9799	28 E. Rahn Road Suite 115 Kettering Ohio US 45429	230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-30 17:33:12
City of Covington Kentucky	Susan Ellis	susan.ellis@covingtonky.gov			230823 ITB230802 Addendum No. 1.pdf	2023-09-06 11:10:14
City of Covington Kentucky	Susan Ellis	susan.ellis@covingtonky.gov			230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-31 10:09:12
City of Covington Kentucky	Susan Ellis	susan.ellis@covingtonky.gov			230822 ITB230802 Microfilm Reader Viewer.pdf	2023-09-06 11:09:44
Gtech	Gio Saravini	quotes@gtechresearch.com			230823 ITB230802 Addendum No. 1.pdf	2023-08-23 17:11:52
Gtech	Gio Saravini	quotes@gtechresearch.com			230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-23 17:11:45
Onvia, Inc	Source Management	sourcemanagement2@onvia.com	2063739500	509 Olive Way Seattle Washington WA 98101	230823 ITB230802 Addendum No. 1.pdf	2023-08-23 16:51:56
Onvia, Inc	Source Management	sourcemanagement2@onvia.com	2063739500	509 Olive Way Seattle Washington WA 98101	230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-23 16:51:59
Orr Appraisal, LTD	Derek Orr	derekworr@yahoo.com			230823 ITB230802 Addendum No. 1.pdf	2023-08-28 14:01:19
Orr Appraisal, LTD	Derek Orr	derekworr@yahoo.com			230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-28 14:01:13
Stars Information Solutions	Cameron Granato	camg@starstek.com			230823 ITB230802 Addendum No. 1.pdf	2023-08-24 10:11:11
Stars Information Solutions	Cameron Granato	camg@starstek.com			230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-24 10:11:09
World Micrographics, Inc.	William DeBolt	bill@worldmicrographics.onmicrosoft.com			230823 ITB230802 Addendum No. 1.pdf	2023-08-23 16:46:12
World Micrographics, Inc.	William DeBolt	bill@worldmicrographics.onmicrosoft.com			230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-23 16:45:17
World Micrographics, Inc.	William DeBolt	bill@worldmicrographics.onmicrosoft.com			230822 ITB230802 Microfilm Reader Viewer.pdf	2023-08-23 16:46:51



BID:
ITB – Microfilm Reader/Viewer

Published: August 23, 2023

Opening: August 31, 2023

Company/Contractor/Bidder Name

Amount

BP Imaging Solutions

\$12,320

Covington, this bid form / document shall not be altered in any way.)

BID RESPONSE

To: City of Covington ITB230802

For: **ONE (1) Microfilm Reader / Viewer and Related Items.**

BID TO:

Covington City Manager for the Municipal Clerk's Office
c/o City Procurement Officer
Finance Department - First (1st) Floor Window
20 West Pike Street
Covington KY 41011

BID FROM: BP Imaging Solutions _____, a:
(Print or type NAME OF BIDDER)

(Select one) Corporation Partnership Joint Venture
 Limited Liability Company Individual

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Invitation for Bids to perform all Work as specified or indicated in the Invitation for Bids for the price(s) and within the times indicated in this Bid and in accordance with the Invitation for Bids.
2. Bidder accepts and complies with all the specifications, terms, and conditions of this Invitation For Bids Instrument, inclusive of all attachments to and references herein and warrants that this Bid shall remain firm for and subject to acceptance for ninety (90) days after the due date for bids.
3. Bidder further represents its willingness and intent to execute a resulting Agreement and perform in accordance with their bid.
4. Bidder warrants that it has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Invitation for Bids, and the written resolution thereof by OWNER is acceptable to Bidder.
5. Bidder warrants that the Invitation To Bid is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
6. Bidder represents and warrants that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or (other) corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.
7. Bidder shall deliver the specified and agreed upon goods and services in accordance with the Contract Documents for the sums as marked on the following pages.
8. The following documents have been completely executed, are attached to, and are understood shall constitute conditions of this Bid:
 - a. Legal Notice / Advertisement / Invitation To Bid
 - b. Bid Specifications
 - c. Bid Form(s)
 - d. Non-Collusion Affidavit
 - e. Campaign Finance Affidavit

BID SCHEDULE

To: THE CITY MANAGER OF COVINGTON, KENTUCKY

In accordance with the legal notice / advertisement inviting bids and having familiarized ourselves with the relevant specifications and all related terms and conditions that may affect our costs as supplier(s), we hereby bid to the City of Covington to furnish and deliver same for the sum(s) indicated on the following schedule:

LINE No.	BID ITEM	QTY	UNIT	UNIT PRICE
1	ST Imaging brand ViewScan 4 Microfilm Scanner - 18MP color camera, or acceptable equal, in accordance and compliance with City of Covington Invitation To Bid No. ITB230802. Make (brand) and Model (No.) Bid: ST Imaging ViewScan 4 Microfilm Scanner 18MP Color Camera _____	1	Ea	\$9,350.00
2	ST Imaging brand Optical Character Recognition ("OCR") Software package, or acceptable equal, fully compatible with equipment bid for line item No. 1, above. Make (brand) and Name of Software package Bid: ST Imaging ST OCR Software Package _____	1	Ea	\$525.00
3	ST Imaging brand Cruise Control - Max software, or acceptable equal, fully compatible with equipment bid for line item No. 1, above. Make (brand) and Name of Software package Bid: ST Imaging ST Cruise Control _____	1	Ea	\$1,445.00
4	27-inch LCD wide-screen monitor with pivoting stand. Make (brand) and Model (No.) Bid: HP 27" G4 FHD Monitor _____	1	Ea	\$350.00
5	Complete On-Site installation and configuration including connection to an existing Personal Computer ("PC") workstation running Microsoft Windows 10 or later, necessary cables, adapters, connectors and all other accessories, goods and/or services required to assure complete 'turnkey' set-up.	1	Ea	\$0.00 Included
6	Pre-paid first (1st) full year On-Site Maintenance Agreement. (Attach included Agreement to Bid.)	1	Ea	\$650.00

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF Ohio :

SS:

COUNTY OF Montgomery :

Burt Pacciarini being first duly sworn, deposes and says that he is:

(Select one) Sole Owner / Partner / President / Secretary / Other (If Other, indicate Title)

of BP Imaging Solutions , who on August 31, 2023
(Name of Bidder) (Date Bid Submitted)

submitted to

City of Covington, KY a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to

PLACE OF DELIVERY: City of Covington Municipal Clerk's Office, 20 W Pike St, Covington KY 41011.

Delivery shall be made no more than: _____ 14 days after receipt of order.

Payment Terms (shall be Net 30, unless otherwise specified): Discount ___0% ___ Days, Net ___ Days.

Pursuant to and in accordance with the above stated Invitation To Bid, the undersigned hereby declares that they have examined the ITB documents and specifications for the item(s) listed above. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) quoted, including delivery to the destination stated above and according to the prices, products/services information submitted herein.

Respectfully submitted on August 31, 2023.

By BP Imaging Solutions _____, a

(Select one) Corporation Partnership Joint Venture
 Limited Liability Company Individual

Incorporated or formed in OHIO
(Name of State)

By Brett Passineau
(Signature of Individual Authorized to Contractually Bind Bidding Entity)

BRETT PASSINEAU
(Print or Type Name and Title of Individual Signing Bid and attach evidence of authority to sign)

License or Registration No. 6282

Business Address 28 E. Rahn Road, Suite 115, Kettering, Ohio 45429

Telephone No(s). 937-439-1327 or 937-609-9799

Fax No. No FAX

e-Mail Address: bpassineau@bpimagingolutions.com

++ END OF BID FORM ++

CAMPAIGN FINANCE AFFIDAVIT OF BIDDER

STATE OF Ohio:

COUNTY OF Montgomery SS:

Brett Passmore being first duly sworn, deposes and says that he is

(Select one) Sole Owner Partner/President/Secretary/Other (If Other, indicate Title)

of BP Imaging Solutions _____, who on August 31, 2023_____
(Name of Bidder) (Date Bid Submitted)

submitted to City of Covington, KY a bid as set forth in the attached copy; that bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the bidder would not violate any provision of the campaign finance laws of the Commonwealth.

Signed: Brett Passmore

Title: Owner

Subscribed and sworn to before me this 31st day of August, 2023____.



JUSTIN VALLANCE
Notary Public, State of Ohio
Commission No. 2017-RE-677558 (AL OF NOTARY HERE)
My Commission Expires
September 30, 2027

[Signature]
Notary Public in and for
Montgomery County - OHIO

My commission expires 09/30/2027

++ END OF CAMPAIGN FINANCE AFFIDAVIT OF BIDDER ++

any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his business; and

- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: Scott Proctor

Title: Owner

Subscribed and sworn to before me this 31st day of August, 2023.



JUSTIN VALLANCE
Notary Public, State of Ohio
Commission No. 2017-RE-67756
My Commission Expires
September 30, 2027

[Signature]
Notary Public in and for
Montgomery County - OHIO

My commission expires 09/30/2027

++ END OF NON-COLLUSION AFFIDAVIT OF BIDDER ++

City of Covington KY ITB230802 Attachment B

ST ViewScan® 4 Viewer-Scanner System

BP Imaging Solutions MAINTENANCE AGREEMENT GENERAL PROVISIONS

1. Maintenance Service

BP Imaging Solutions agrees to provide, and the Customer agrees to accept maintenance service on the equipment, covered under this Agreement as described on the attached quote, at the annual charges as invoiced, in accordance with the terms and conditions contained in this Agreement.

A. Maintenance Service shall be based on the specific performance standard needs of individual products as determined by BP Imaging Solutions. Unlimited on-call remedial maintenance will be provided and will include adjustments, lubrications and replacement of parts as deemed necessary by BP Imaging Solutions. If necessary, an Advance Unit Replacement (AUR) will be made at the discretion of BP Imaging Solutions. The repair and replacement of equipment parts shall be covered under this Agreement.

B. Maintenance Service is contingent upon the proper use of all equipment and, unless BP Imaging Solutions otherwise elects, shall not include: (i) maintenance, repair, replacement of parts, or increase in service time which BP Imaging Solutions determines has resulted from catastrophe, accident, transportation, neglect, theft, fire or water damage, misuse, fault or negligence of Customer or causes external to the Equipment, including, but not limited to, failure of or faulty electric power, air-conditioning or humidity control, or any causes other than ordinary use; (ii) service which BP Imaging Solutions determines has been caused by supply items that do not meet manufacturer's specifications; (iii) normal operator functions as described by operator's manuals; (iv) service and repair of accessories, apparatus, attachments or any other devices not covered under this Agreement; (v) changes, modifications or alterations in or to the Equipment; (vi) installation, relocation or removal of the Equipment or any accessories, apparatus, attachments or other devices; (vii) furnishing accessories or supplies; and (viii) rebuilding or overhauling the Equipment; provided, however, that upon Customer's written request therefore, BP Imaging Solutions will provide the services, parts, and/or supplies mentioned in this subparagraph B at BP Imaging Solutions' then prevailing rates.

C. In the replacement of parts, BP Imaging Solutions will install new parts or parts of equivalent quality. Parts replacement does not include broken glass and other consumable/expendable supply items.

2. Period of Maintenance and Charges

BP Imaging Solutions agrees to provide maintenance service during normal working hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, excluding holidays observed by BP Imaging Solutions, within forty-eight (48) hours of service request. Customer agrees to pay or reimburse BP Imaging Solutions at its then current rate for maintenance performed, at Customer's request, outside of said normal working hours. Charges for any fraction of a billing period shall be apportioned. Any applicable sales or use taxes will be included in the invoice.

3. Term

A. This Agreement is effective from the commencement date and shall continue for an initial minimum term of one (1) year, unless otherwise stated on the attached quote. Unless terminated with thirty (30) days written notice prior to expiration of the initial term, the Agreement shall automatically renew for an additional one (1) year term and shall thereafter renew for additional one (1) year terms until canceled by either party with thirty (30) days written notice prior to the anniversary date of any successive one (1) year term. BP Imaging Solutions shall have the right to change the rates contained in this Agreement for any successive one (1) year term upon written notice to Customer at least forty-five (45) days prior to any anniversary date of this Agreement. All Agreements shall be billed for one year in advance.

B. Notwithstanding the foregoing, this Agreement may be terminated in whole or in part at the option of BP Imaging Solutions in the event that (i) Customer defaults in payment or performance of any of its liabilities or obligations pursuant to the Agreement and such default continues for a period of thirty (30) days after written notice thereof specifying the default or (ii) Customer becomes the subject of any voluntary or involuntary bankruptcy; insolvency, reorganization or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts when due. The right of termination provided in this subparagraph B is in addition to any other remedy available to at BP Imaging Solutions law or in equity with respect to default by Customer or in any proceeding referred to in clause (ii) hereof.

4. Charges

All service calls made on equipment not covered under this Agreement shall be invoiced immediately at prevailing rates. These rates are subject to change without notice.

5. Modifications

If persons other than BP Imaging Solutions representatives perform maintenance or repair of a unit of equipment, and as a result further repair by BP Imaging Solutions is required, such repairs are not included in the charges set forth in this Agreement and will be made at BP Imaging Solutions applicable time and material rate and terms then in effect. Maintenance by third parties could be the basis for voiding any existing warranties.

6. Warranties

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH MAY BE DEEMED APPLICABLE TO THE MAINTENANCE SERVICE PERFORMED HEREUNDER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. In no event shall BP Imaging Solutions be liable for consequential damages, including lost profits or damage claims of third persons against Customer. The limit of liability of BP Imaging Solutions shall be the amounts paid hereunder by Customer for the specific machines under this Agreement that caused the damages or that are the subject matter of or are directly related to the cause of action. Such charges shall be those in effect for the specific machines when the cause of action arose.

CERTIFICATION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Respondent certifies its understanding and compliance with KRS 45A 455, which states:

I. It shall be a breach of ethical standards for any City employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

I. He, or any member of his immediate family has a financial interest therein; or

II. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

III. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

II. It shall be a breach of ethical standards for any person to offer, give, or agree to give any City employee or former employee, or for any City employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

III. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a sub Respondent under a contract to the prime Respondent or higher tier sub Respondent or any person associated therewith, as an inducement for the award of a subcontract or order.

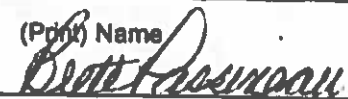
IV. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

V. It shall be a breach of ethical standards for any City employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

By signing the below, Respondent certifies its ongoing adherence and understanding of the above.

Brett Passineau

(Print) Name



Signature