

PURCHASING OFFICE

UNIVERSITY OF NEW ORLEANS

Telephone: (504)-280-6214

INVITATION, BID AND ACCEPTANCE

Bid Number:

BMH2022

Opening Date:

FEBRUARY 2, 2009

and Time:

2:00 p.m.

«Field1»
«Field2»
«Field3»
«Field4»

INVITATION/INSTRUCTIONS

1. Sealed bids, subject to the conditions stated herein and attached hereto, are hereby invited and will be received at this office until the above noted bid closing time and then publicly opened for furnishing the items and/or services as specified.
2. YOUR BID, IN DUPLICATE, SHOULD BE MADE ON THE ATTACHED FORM (S) AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE.
3. The University cannot accept Sealed bids by telephone, telegraph or fax. Telegraphic or faxed alterations to bids will be considered provided formal Sealed bid and the alteration have been received in this office prior to bid closing time.
4. Any bid received after bid closing time will be returned unopened.
5. ALL PRICES ARE TO BE QUOTED COMPLETE AND FOB UNO, NEW ORLEANS, LA., unless otherwise stated in specifications by the University.
6. All prices must be firm unless otherwise stated by University.
7. Do not include State Sales Tax or Federal Excise Tax; same will be added if applicable.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from bid closing time.
9. If unable to bid, return only cover sheet marked, "No Bid" with signature in order to remain on bidder's list.
10. Telephone inquiries may be directed to Receptionist with above bid number.

Date _____

BID

PLEASE FILL IN ALL BLANK SPACES

In compliance with the above invitation to bid and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within _____ days from bid closing time to furnish any or all of the items (or sections) at the price set opposite each item (or section). TERMS _____ . SHIPMENT WILL BE MADE FROM _____ WITHIN _____ DAYS AFTER RECEIPT OF ORDER. DELIVERY MAY BE A CONSIDERATION IN THE AWARD, APPROXIMATE SHIPPING WEIGHT _____ SHIPMENT IS TO BE FOB UNO UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY.

Bidder _____ Address _____
Name of Firm _____ Street or P.O. Box _____
By _____ Signature _____ City, State, Zip Code _____
Title _____ / _____ Phone Number () _____
Typed name _____ Fax Number () _____

NOTE: out of state firms that may be awarded an order as a result of this bid agree to signing a certificate stating: "I hereby certify that I have paid to the state and its political subdivisions all taxes duly assessed by the state of Louisiana and its subdivisions, including Franchise Taxes, Privilege Taxes, Sales Taxes and all other taxes for which I am liable."

CONTRARY TERMS AND CONDITIONS, GOVERNING LAW: Submittal of any terms and conditions contrary to those contained within this Invitation for Bid may cause your bid to be rejected. By signing this bid, the bidder agrees that any terms and conditions which may be included in their bid are nullified and agrees this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

AUTHORIZED SIGNATURE: In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University.

By signing this bid, the bidder certifies compliance with the above.

AFFIRMATIVE ACTION AND ANTI-DISCRIMINATION CLAUSE: You are hereby notified that, during the performance of this contract, the successful bidder (contractor or vendor) must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, age, disability or veteran status. See, e.g., The Civil Rights Acts of 1964, The Age Discrimination in Employment Act of 1967, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran's Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Americans with Disabilities Act of 1990 and Executive Order 11246, as amended.

INFORMATION FOR BIDDERS AND GENERAL CONDITIONS - SEALED BIDS

QUALITY: Unless otherwise called for in the specifications, all products are to be new, current model, and of best quality as measured by accepted standards of the trade, and any defects in any product may cause its rejection. WHEREVER MANUFACTURERS' TRADE OR BRAND NAMES APPEAR IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT EQUAL PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY. THE USE OF A BRAND NAME IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. ANY BIDDER PROPOSING EQUAL PRODUCTS SHOULD SUBMIT WITH BID COMPLETE SPECIFICATIONS, ILLUSTRATED LITERATURE, INCLUDING BROCHURES AND PICTURES DEPICTING PROPOSED EQUALS, IF POSSIBLE. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCT SPECIFIED. Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by University.

PROPOSAL: An original and a copy of the proposal should be submitted on the forms furnished for that purpose or on exact copies thereof. Bid prices must be typewritten or in ink. BIDS MUST BE SIGNED IN INK. In case of an error on extension, the unit price shall prevail.

DELIVERY OF BIDS: The bid should be placed in an envelope which is to be sealed and marked "Proposal" with the name and number of bid and time and date of bid opening, giving also the name and address of the bidder. To assure consideration, bidders should use attached pre-addressed envelope. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope. Bids must be delivered to the Purchasing Office, Room 115, Bienville Hall, University of New Orleans, New Orleans, Louisiana 70148, not later than time and date as shown on Invitation to Bid. The University reserves the right to reject any or all bids and to waive informalities.

INTERPRETATION OF DOCUMENTS: If any bidder contemplating submitting a bid is in doubt as to the meaning of any part of the specifications, bidder may submit a written request for interpretation. Such request must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the documents. The University will not be responsible for any other explanation of the documents.

AWARD: Award will be made to the lowest, responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the Invitation for Bid.

LOUISIANA PREFERENCE: A preference will be given to materials, supplies and provisions produced, manufactured, assembled, grown or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University.

ACCEPTANCE OF PROPOSAL: Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

PAYMENT: Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of the invoice, whichever is later.

LEGISLATORS PROHIBITED: According to LSA-R.S. 42:113(D) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership or other legal entity in which the legislator or his or her spouse owns an interest, except publicly traded corporations. Each bidder shall be required to disclose whether or not it falls into any of these categories on its bid proposal form.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors shall have the option of auditing all accounts of the contractor which relate to this contract.

SEALED BID NUMBER: BMH2022
BID OPENING DATE: FEBRUARY 2, 2009
BID OPENING TIME: 2:00 P.M.

The University of New Orleans possesses the Louisiana Supreme Court archives dating from 1813-1921. We desire to convert these historical documents to digital media in order to preserve them as stated in the following Scope of Work. The portion of the collection to be processed (from between the years 1861-1877) contains an estimated 325,000 pages of documents housed in approximately 590 manuscript boxes. The number of pages in each box is approximately 500-600. These are estimates and no quantity is guaranteed. This includes a variety of hardcopy documents, both as loose pages and also as bound docket books. A small percentage (less than 5%) of the documents are oversized, and some boxes contain items in other formats, such as schematics, blueprints, newspapers, photographs, or other materials used as evidence, but most are handwritten or typed legal-sized manuscript pages. The oversized documents approach a maximum size of 30" x 36".

SCOPE OF WORK

1. Retrieve manuscript boxes from the University and transport them to the winning bidder's location. The bidder will provide appropriate means of transporting the Supreme Court documents, with extreme importance placed upon protecting these documents, as they are one-of-a-kind and often fragile and/or brittle. A common carrier should not be used to transport the original documents. Due to the value of the original documents, it is required for the bidder to either pick up the materials or use an archival materials delivery service that specializes in moving such materials with insurance coverage as outlined in Attachment B. Any costs of shipping and insurance will be borne by the bidder and should be included in the price quoted.

Due to the irreplaceable nature of the original documents and to reduce risk of loss of the entire collection, the documents will be picked up from the University in three phases.

- a. Pick up the sample as provided under "Responsibilities of the University" Item.4, for review of quality before proceeding
- b. Return the sample documents and pick up half of the remaining collection
- c. When processing of those is completed, return those documents and pickup the balance of the collection.
2. Scan each page in the specified format, and in the specified order, with the appropriate file naming conventions.
 - a. These file naming conventions will consist of "lsc" and the Docket Number, followed by an index letter indicating the series and date range. The index letter for this portion of the Louisiana Supreme Court documents is "I". Thus, the first page of the first docket in this series would appear as lsc000001_i_0001.tif". The second page of the first docket would appear as "lsc000001_i_0002.tif". The 50th page of the 98th docket would appear as "lsc000098_i_0050.tif", and so on.
3. Create a tab-delimited text-file containing the indexing elements and file names of all images associated with each docket for the University to use for importing scanned documents into CONTENTdm.
 - a. Each docket will receive its own tab-delimited text-file. Sample text file is attached.
 - b. The tab-delimited text-file will contain fields as specified by the University. An example tab-delimited text-file is attached.
 - c. The required fields will be "Title, Directory of images, Plaintiff, Defendant, Subject, Description, Docket Number, Circuit, Case Date, Coverage-Temporal, Index Code, Reel Number, Format, Type, Identifier, Source, Language, Relation, Rights, Cataloger, Cataloged Date, Object File Name, Image Resolution (Archival), Image Bit-Depth (Archival), Color Mode (Archival), Extent (Archival), Image Manipulation (Archival), File Size (Archival), Hardware/Software (Archival), Digitized By, and Digitized Date."
 - d. Fields requiring data entry are Title, Docket Number, and Case Date. The remainder of the fields contains static information or will be left blank, and will not require excessive or intensive data entry. Static fields should not be considered re-keyed data entry. Data entry requirements for the tab-delimited text-files, not factoring in static or easily scripted entries, will consist on average of 50-100 characters per docket.
 - e. Each docket will require a tab-delimited text-file. Each individual page will not. Individual dockets contain anywhere from one to hundreds of pages. There is an estimated 6,000-7,000 dockets.
4. Deliver randomly selected sample images for review on DVD approximately once a week during the process. Deliver first quality-controlled external hard drive for verification of proper sequence and naming conventions once drive is full. A full drive is defined as meaning the next complete docket cannot be stored on the drive. Exact arrangements will be made with the winning bidder. External hard drives will be sent in groups of 4-6 as they are completed.
5. Record images and tab-delimited text-files onto external hard drives with the requested directory structure, in the specified order. The directory structure will be as follows:

- a. Main directory: "I_New_Orleans_1861-1877"
- b. Sub-directory of main directory: folder named after the appropriate docket number, i.e. "000001" for docket number 1. The tab-delimited text-file will be placed here.
- c. Sub-directory of first sub-directory: scanned images will be placed in a folder named "scans" within the docket sub-directory.
- d. The directory structure would then appears as follows:
"[drive letter]:\I_New_Orleans_1861-1877\000001\scans"

- e. It is extremely important that the dockets be stored on the hard drives sequentially. For example, a single drive should not contain dockets 1-35, 50, and 60-75, while another drive contains 36-49, 51-59, and 76-100. Instead, using the previous example, the first drive would contain dockets 1-50, and the second drive would contain 51-100, and so on as space allows. Dockets should not be split across drives.
6. Record backups of the external hard drives onto DVDs, spanning them across multiple discs in a logical manner. Discs should also be labeled appropriately with the corresponding hard drive number and docket number.
7. Return completed original documents, external hard drives, and DVD backups to the University on separate shipments once materials have been digitized and checked for quality control. If common carrier is used for external hard drives and DVD backups, tracking capability and insurance is required. As described in the pickup of materials, the original documents must be delivered physically or by an archival materials delivery service. All costs of shipping and insurance are to be borne by the bidder.

RESPONSIBILITIES OF THE UNIVERSITY

1. Provide the exact format for the tab-delimited text-file.
2. Specify the image file format (single-page uncompressed grayscale Tiffs at 300 dpi.)
3. Provide specific instructions to the bidder explaining how to find the pertinent information within each document, i.e. where the docket number, plaintiff, and defendant are recorded.
4. A sample docket will be provided to the winning bidder following award of the bid. The University will provide a representative docket of approximately 200 bound and unbound pages of various sizes. The bidder will scan and index it, then provide the University with the images and tab-delimited text-file within the time frame specified under TERM OF PERFORMANCE on either DVD or external hard drive. The University will approve the image quality before the rest of the documents are collected and processed by the bidder.

CONFIDENTIALITY

The data contained in the documents shall be considered confidential and shall not be exhibited or retained by the bidder, nor shall the contents be divulged by the bidder's personnel.

PAYMENT TERMS

Bidder will present a detailed invoice for payment of all services and expenses (Net 30) following the completion of all services and approval by the University. Any shipping charges or miscellaneous charges should be included in the cost per image quoted.

However, in order to track costs, the university requests with each shipment of 4-6 hard drives as specified in Scope of Work, Item 4, a cumulative accounting of costs for the project from the beginning to that point in time.

QUALIFICATIONS OF THE BIDDER

The bidder shall include with the submitted bid at least two references, including contact names and phone numbers, where the bidder has preserved similar institutional collections in this format as well as samples of both oversize and bound digitized items on CD/DVD disc. The bidder shall include with the submitted bid a list of the scanning hardware to be used including manufacturer(s) and model number(s).

TERM OF PERFORMANCE

The bidder should be prepared to retrieve the sample documents within one week after receipt of the award, then process and return the sample docket within two (2) weeks after receipt of sample on either DVD or external hard drive. Which format is used to contain the sample docket will depend on the final file size of the completed docket. The entire project should be completed within 18 weeks after receipt of award and must not exceed 22 weeks.

In the event that image quality in the required sample docket or the proper sequence and naming conventions in the required first hard drive review are not satisfactory, the University will provide specific instructions for correction of procedure. Any cost of redoing the work to proper standards will be borne by the bidder.

In the event that a quality product cannot be produced or the time schedule cannot be followed, the University reserves the right to cancel the contract and award the bid to the second-lowest bidder.

TERMINATION FOR CAUSE

The University may terminate this agreement for cause based upon the failure of bidder to comply with the terms and/or conditions of the specifications of this Invitation to Bid provided that the University shall give the bidder written notice specifying the bidder's failure. If on

the University's receipt of the sample docket or subsequent hard drives/DVDs, the quality is unacceptable, the University will give notice detailing the faults. If the bidder shall not have provided replacement product with the faults corrected within two calendar weeks, then the University may, at its option, place the bidder in default and the contract shall terminate. The bidder may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract, provided that the bidder shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

TERMINATION FOR CONVENIENCE

The University may terminate the contract at any time by giving thirty (30) days written notice to the bidder. The bidder shall be entitled to payment for work performed to the extent said work has been performed satisfactorily.

INSURANCE REQUIREMENTS

The winning bidder shall provide a Certificate of Insurance reflecting the requirements outlined below before a purchase order and award of the bid will be issued. If a third party archival delivery service is used, a Certificate of Insurance with the same requirements will be required from that vendor before the materials are released. This shall cover the loss or destruction of the original documents, as well as severe damage beyond ordinary wear and tear caused by necessary processes of the project.

A certificate of insurance in insurance companies authorized in Louisiana with an A.M. Best rating of A- VI or higher covering the entire duration of the project. The certificate shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested.

Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$2,000,000. with the University of New Orleans named as an additional insured.

INQUIRIES

Inquiries must be submitted in writing by email to Mary Hoge (mhoge@uno.edu) or faxed to 504-280-6297 before 2:00 p.m., January 22, 2009. Answers to questions that change or substantially clarify the specifications will be made in writing and faxed to all prospective bidders who received hardcopy Invitations to Bid and posted on the Louisiana LaPac website for those obtaining the Invitation to Bid from that source. Please do not strike through or make changes to this document, as this could potentially disqualify the bid. If you feel that an item needs clarification or if you need to qualify your bid in any way, please send the requested clarification or qualification to the Purchasing Office by the above deadline.

If desired, access can be provided to a sample document by advance arrangement to visit the University before the bid opens. For an appointment contact Keith Pickett at 504-280-7276.

COSTS	Scan/Index + Media Cost + Misc. = Total
Cost per .Tiff image, including cost of DVD & hard drive media, shipping and any other miscellaneous charges. Cost should also include any indexing/data entry.	\$ _____

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Louisiana legislature? _____
2. Is the bidder a spouse of a legislator? _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership, or other legal entity? _____
4. If the bidder is a corporation, is it a publicly traded corporation? _____

«Field1»
«Field2»
«Field3»
«Field4»

Proposal for: CONVERSION TO DIGITAL MEDIA
Due Date: FEBRUARY 2, 2009 AT 2:00 P.M.
Sealed Bid No. BMH2022

RM 115 BIENVILLE HALL
PURCHASING OFFICE
UNIVERSITY OF NEW ORLEANS
NEW ORLEANS, LA 70148

ATTACHMENT A
BMH2022

sample tab-delimited text file (3).txt

Title	Directory of images	Plaintiff	Defendant	Subject Description
Docket Number	Circuit Case Date	Coverage-Temporal	Index Code	Reel
Number	Format Type	Identifier	Source Language	Relation
Rights	Cataloger	Cataloged Date	Image Resolution (Archival)	Image
Bit-Depth (Archival)	Color Mode (Archival)	Extent (Archival)	Image	
Manipulation (Archival)	File Size (Archival)	Hardware/Software (Archival)		
Digitized By	Digitized Date	Object File Name		
UNITED LANDS CO INC V. LA. RAILWAY & NAVIGATION CO.			029317_J_images	UNITED LANDS
CO INC LA. RAILWAY & NAVIGATION CO.			29317	New Orleans
May-28 1921-1931	J	LSC-6-4 Text	TIFF	See 'reference url' on the
navigational bars.	UNO Louisiana and Special Collections			
(http://library.uno.edu)	en			
http://louisdl.louislibraries.org/cdm4/index_UNO_LSC.php?CISOROOT=/UNO_LSC				
"Physical rights are retained by the Earl K. Long Library, University of New Orleans."				
jcc	9/26/2008	600dpi 8-bit	Grayscale	3600x4700
8378kb	Nextscan Eclipse 300 Film Scanner		"Perfect Image, Inc."	
9/26/2008	lsc029317_J			