



**Catherine McMullen  
County Clerk**

**Records Management Division**

Records Manager, Carol Hopkins | 1810 Red Soils Court, Suite 120  
503-655-8656 | Oregon City, OR 97045

April 17, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Goods and Services Contract with The Crowley Company for microfilm machines and associated software support. Contract Value is \$161,500. Funding is through Restricted Clerk Lien Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No previous action or review by the Board.		
<b>Performance Clackamas</b>	1. Build public trust through good government.		
<b>Counsel Review</b>	Yes/No – Yes	<b>Procurement Review</b>	Yes/No- Yes
<b>Contact Person</b>	Carol Hopkins	<b>Contact Phone</b>	503-655-8656

**EXECUTIVE SUMMARY:** This purchase is for the purpose of upgrading Records Management outdated microfilm processing machines. The current machines were purchased nearly ten years ago and were refurbished at the time of purchase. Maintaining these machines has become difficult as replacement parts are unavailable due to the age of machines. These new machines will assist Records Management in continuing the required archiving of the County’s historical and permanent records. This will also allow Records Management to continue to receive revenue through digitization services provided to outside Government Agencies.

**RECOMMENDATION:** The Clerk and staff recommend that the Board approve the attached requisition for the purchase of new microfilming machines.

Respectfully submitted,

*Carol Hopkins*

Carol Hopkins  
Records Manager

For Filing Use Only



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #0000001241**

This Goods and Services Contract (this “Contract”) is entered into between Crowley Micrographics, Inc. dba The Crowley Company (“Contractor”), and Clackamas County, political subdivision of the State of Oregon (“County”) on behalf of the County Clerk’s Office for the purposes of providing Microfilm Viewing and Archival Machines, including software.

**ARTICLE I.**

- 1. Effective Date and Duration..** The “equipment” detailed in Contractor’s Response attached and incorporated hereto as (“Exhibit A”) of this contract shall be delivered by June 30, 2025 and the software support shall remain in effect for one year from the date the equipment is installed.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the “Work”), Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Hundred and Sixty-one Thousand Six Hundred dollars (\$161,600), for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

- 5. Travel Expense Reimbursement.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

**7. Contractor and County Contacts.**

Contractor Administrator: Jim Tamo Phone: 510-362-4003 Email: <a href="mailto:jimt@thecrowleycompany.com">jimt@thecrowleycompany.com</a>	County Administrator: <u>Carol Hopkins</u> Phone: 503-655-8656 Email: <a href="mailto:chopkins@clackamas.us">chopkins@clackamas.us</a>
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**ARTICLE II.**

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

**7. Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

**8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

**9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

<b>Required - Workers Compensation:</b> Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> <b>Required – Commercial General Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> <b>Required – Professional Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> <b>Required – Automobile Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> <b>Required - Cyber Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

## **12. RESERVED**

**13. Representations of Warranties.** Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**14. Delivery and Inspections.**

- A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished

to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 29. Cooperative Contracting.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use

this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

**30. RESERVED**

**31. Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

**32. Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

**33. Amendment.** This Contract may only be modified in writing signed by the parties.

**34. Agreement Documents.** This Contract consists of the following documents, which are attached and incorporated by reference herein.

- Exhibit A: Contractor Response
- Exhibit B: Software Agreement
- Exhibit C: Contractor's Warranty

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- Clackamas County Goods and Services Contract
- Exhibit B:
- Exhibit C:
- Exhibit A:

(Signature Page Follows)

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.





**EXHIBIT A**  
**CONTRACTOR RESPONSE**



**INVITATION TO BID  
ITB # 2024-120  
Archival and Image Processing Machines**

**ISSUE DATE: January 14, 2025**

**BID DUE DATE AND TIME  
February 3, 2025 (2:00 PM, PST)**

**SUBMITTAL LOCATION:**

**Clackamas County Procurement Division**

<https://bidlocker.us/a/clackamascounty/BidLocker>

**1.0 GENERAL**

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date.....	<b>January 14, 2025</b>
Protest of Specifications Deadline .....	<b>January 20, 2025</b>
Request for Clarification or Change Deadline .....	<b>January 27, 2025</b>
Bid Due Date and Time.....	<b>February 3, 2025</b>
Deadline for Protest of Award .....	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date .....	<b>TBD</b>

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

Bidding Documents can be downloaded from OregonBuys at the following address:

<https://oregonbuys.gov/bsa/view/login/login.xhtml> Document No. S-C01010-0000012568. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

The Procurement Division of Clackamas County (“County”) is the issuing office and is the sole point of contact for this Invitation to Bid (“ITB”). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name: Thomas Candelario  
 Title: Procurement Analyst, Sr.  
 Email: [tcandelario@clackamas.us](mailto:tcandelario@clackamas.us)

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or “ITB” means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. “LCRBR” means the Clackamas County Local Contract Review Board Rules found at: <https://www.clackamas.us/code>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. “Written or Writing” means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

## 2.0 INTRODUCTION AND BACKGROUND

### 2.01 INTRODUCTION:

Clackamas County Records Management seeks bids to provide three (3) archival machines to perform archiving and creation of security microfilm and digitized images from archival film to be provided to County departments and Neighboring County Agencies, with software and support.

### 2.02 BACKGROUND:

Clackamas County Records Management provides records storage for all County Departments in order to produce security roll film and to digitize security roll film Records Management uses three machines to complete the process. Currently Records Management is using three refurbished machines that are 10 to 20 years old. These machines have reached end of life and must be replaced In order to comply with Oregon Administrative Rules and public needs.

## 3.0 SPECIFICATIONS / STATEMENT OF WORK

### 3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference.

### 3.02 TERMS AND CONDITIONS:

Sample Contract: Submission of a Proposal in response to this ITB indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract.

The applicable **Sample Goods and Services** Contract.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

## 4.0 BIDDER QUALIFICATIONS

### 4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below:  
N/A

## 5.0 REQUIRED SUBMITTALS

### 5.01 SUBMISSION OF BID AND QUANTITY:

Bids will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Detailed information about how the Bidder meets the minimum qualifications detailed in Section 4.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.
- Exhibit D, Bid Price Form, fully completed.

<b>6.0 EVALUATION AND AWARD</b>
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6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

<b>7.0 INSTRUCTIONS TO BIDDERS</b>
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7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on OregonBuys. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 PROTESTS OF THE BID/SPECIFICATIONS:

Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.

7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check projects OregonBuys listing for any published Addenda or response to clarifying questions.

- 7.06 PREPARING AND SIGNATURE:  
All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.
- 7.07 PUBLIC RECORD:  
Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a “trade secret” the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.
- 7.08 MODIFICATION:  
Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.
- 7.09 WITHDRAWALS:  
A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder’s letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.
- 7.10 LATE SUBMITTALS:  
Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).
- 7.11 BID OPENING:  
Bids will be opened and the names of the Bidders submitting Bids and base bid price will be posted to OregonBuys following the closing date of the Bid.
- 7.12 BIDS ARE OFFERS:  
The Bid is the Bidder’s offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County’s award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.
- 7.13 CONTINGENT BIDS:  
Bidder shall not make its Bid contingent upon County’s acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.
- 7.14 RIGHT TO REJECT:  
County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County’s Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County’s Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.
- 7.15 AWARDS:



County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders and posted to OregonBuys. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.18 BID PREPARATION COST:

County is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.20 COLLUSION:

By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

7.21 NONDISCRIMINATION:

The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

7.22 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

<b>EXHIBIT A</b> <b>REQUIRED SPECIFICATIONS</b>
--

The film processor is used to convert digital images and transfer those images to raw film. The archive writer then processes and transfers those raw images to security roll film for storage at the County archives room. The roll film scanner reads old or damaged archival film, digitizes those images and readies them for production of new archival security roll and the indexing process.

**Specifications – Preference:** Preference may be given to vendors who meet the following specifications:

**16/35mm Microfilm Scanner:**

- Fast high performance scanning.
  - 100 – 600 dpi with true optical resolution.
  - Up to 1,400 pages per minute at 200 dpi and 2,800 pages per minute with dual grayscale and bitonal output.
  - Full scan throughout with grayscale
  - Automatic gain control.
  - Strip scanning software.
  - Workstation and monitor.
- > The Meikel MACH10 Pro with 5 licenses of Quatum Process, meets and exceeds

**Archive Writer:**

- Microfilm plotter for 16mm for black and white and grayscale film with maximum resolution of 133 megapixel.
- Feeding cassette for daylight for both 16 and 35mm roll film up to 1000ft.
- Software included.

-> The Zeutschel OP 800 meets and exceeds

**Film Processor:**

- Film transport unit for films for both 16 and 35mm cassettes.
  - Three drain connectors for water, develop and fixer.
  - Internal temperature to at least 105 degrees.
- > The Crowley MiniLab2 with 16/35 mm cassett and hose set, meets and exceeds

**Software Support:**

- One year software support contract to include phone support along with any revisions, updates.
- Installation and training onsite minimum of three days.

-> Crowley Support and Installation meets and exceeds

**EXHIBIT B - CERTIFICATIONS**  
**ITB #2024-120**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: \_\_\_\_\_

Non-Resident Bidder, Resident State: Maryland

Company Legal Business Name (No DBA/ABN): Crowley Micrographics, Inc.

Authorized Signature: *Jim Tamo* Date: 1/29/2025

Name (Type or Print): Jim Tamo Telephone: (510) 362-4003

Title: Regional Sales Manager Email: jimt@thecrowleycompany.com

Address, City, State, Zip: 5111 Pegasus Court, Suite M, Frederick, MD 21704

Oregon CCB# (if applicable): N/A

Business Designation (check one):

Corporation  Partnership  LLC  Sole Proprietorship  Non-Profit  
 Minority Owned  Women Owned  Emerging Small Business

Oregon MWESB Certification Number: N/A

Self-Identified Minority, Women or Emerging Small Business:  Yes  No

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

Company: Tennessee State Library and Archives Contact Name:   Aimee Saunders  

Address:   1001 Rep. John Lewis Way N   Phone Number:   (615) 253-6446  

City, State, Zip:   Nashville, TN 37219-1115   E-Mail:   aimee.saunders@tn.gov  

Goods or Services Provided:   Zeutschel OP 800 Series Archive Writer  

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**REFERENCE 2**

Company:   Franklin County Recorder   Contact Name:   Brian Endicott  

Address:   373 South High Street, 19th Floor   Phone Number:   (614) 525-3957  

City, State, Zip:   Columbus, OH 43215   E-Mail:   bwendicott@franklincountyohio.gov  

Goods or Services Provided:   Zeutschel OP 600 and 800 Series Archive Writer  

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**REFERENCE 3**

Company:   Arkansas Department of Parks   Contact Name:   Terra Titsworth  

Address:   1 Capitol Mall, Room 2B-215   Phone Number:                   (501) 682-6904  

City, State, Zip:   Little Rock, AR 72201   E-Mail:   terra.titsworth@arkansas.gov  

Goods or Services Provided:   Zeutschel OP 800 Series Archive Writer

**EXHIBIT D - BID PRICE FORM**  
**ITB #2024-120**

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs. Cost must be inclusive of all costs, charges, subscriptions, and software services.

Please provide a bid price on the following Bid Form or provide a form substantially similar.

ITB: Archival and Image Processing Machines

Date: 1/29/2025

Item	Quantity	Item Description	Unit Cost	Total
1	1	16/35mm Microfilm Scanner	\$49,900.00	\$49,900.00
2	1	Archive Writer	\$74,000.00	\$75,800.00
3	1	Film Processor	\$27,800.00	\$27,800.00
4	1	Software Support	\$6,500.00	\$8,000.00

FOR THE LUMP SUM TOTAL: \$161,500.00

FEE/COST SCHEDULE

Delivery Time after Receipt of Purchase Order: 2-4 weeks

Company: Crowley Micrographics, Inc.

Address, City, State, Zip: 5111 Pegasus Court, Suite M, Frederick, MD 21704

Contact Name: Telephone: Jim Tamo 510-362-4003

Contact Title: Regional Sales Manager Email: jimt@thecrowleycompany.com

By: *Jim Tamo* Title: Regional Sales Manager  
(Authorized Signature)

Crowley Micrographics Inc.  
5111 Pegasus Court, Suite M  
Frederick, MD 21704

1/29/2025

Clackamas County  
Procurement Division  
2051 Kaen Road  
Oregon City, OR 97045

Subject: Response to ITB #2024-120 – Archival and Image Processing Machines

Dear Mr. Candelario,

Crowley Micrographics, Inc. is pleased to submit our proposal in response to Invitation to Bid #2024-120 for the procurement of archival and image processing machines. We appreciate the opportunity to contribute to Clackamas County's commitment to preserving and digitizing vital records, ensuring compliance with Oregon Administrative Rules and supporting public needs.

We are a one stop shop. With decades of experience our team has a proven track record of delivering innovative, cost-effective solutions and services to public sector organizations like Clackamas County. Crowley Micrographics, Inc. uses what we sell and manufacture, so you can count on reliable expert support.

Key highlights of our submission include:

- **Cost-Effective Value:** A competitively priced solution with a focus on reducing total cost of ownership. For example, our archive writer, Zeutschel OP 800, can write large images to a single frame [Other devices need to break up images and write these images over several frames]. Writing crisp clear images to a single frame saves on the amount of film that is needed is easy to work with if these images need to be exported or printed later.
- **Exceptional Service and Support:** Comprehensive training, installation, and lifetime repair options for optimal system performance and longevity.

Enclosed are the completed forms, including Exhibits A, B, C, and D, along with detailed brochures of our proposed solution that meets and exceeds the requested specifications. We are confident that our expertise and commitment to quality position us as a valuable partner to Clackamas County in this initiative.

Should you have any questions or require additional information, please do not hesitate to contact me directly at 510-362-4003 or [jimt@thecrowleycompany.com](mailto:jimt@thecrowleycompany.com).

Thank you for considering our bid. We look forward to the possibility of contributing to Clackamas County's critical archival and image processing efforts.

Sincerely,

A handwritten signature in cursive script that reads "Jim Tamo".

Jim Tamo

Regional Sales Manager

# MACH10 PRO

## PRODUCTION MICROFILM SCANNER

Discover the future of document preservation with our new state-of-the-art Mekel MACH10 Pro microfilm scanner. Engineered to bring your archives into the digital age, the MACH10 Pro delivers unparalleled image clarity with its advanced technology and unique vertical transport system. Say goodbye to blurry scans and hello to crisp, clear images every time.



**MEKEL**  
Technology  
A CROWLEY COMPANY

### KEY FEATURES

#### NEW Increased Speed

2x faster than previous models at all resolutions.

#### NEW Precision Hardware

Highly-refined precision lenses with 8 or 12-bit capture. Calibrated and focused LED light source.

#### Uninterrupted Productivity

24/7 operation with minimal maintenance requirements.

#### Versatile Film Handling

16 mm and 35 mm microfilm capabilities. 1,000' rollfilm and 3M/ANSI/Ektamate cartridge handling as standard.

#### Comprehensive Digital Conversion

Digital conversion to most electronic imaging formats including text-searchable PDF varieties and archival formats.

#### Reliable Image Capture

Accurate image capture from microfilm in varying states of decomposition. 100% accurate image capture on first pass — no reloads necessary.

#### Gentle Film Transport

Vertical transport system for stable and gentle film handling. No pinch rollers to dislodge or separate brittle/old film.

#### Advanced Software Solutions

Mekel's one-of-a-kind QuantumScan and QuantumProcess software suites provide a sophisticated toolkit of automated and manual image processing features to guarantee the best image quality possible and eliminate the need for rescans.

#### Maximum Uptime

External PC system for maximum uptime and easy technology updates.

#### Durable Design

Sturdy case with built-in reel storage.

#### User-Friendly Operation

"Load and go" intuitive operation.

#### Seamless Integration

Compatible with IMAGEhost.

"We would have to charge double or triple the price if we were using our former scanners. With the MACH scanners, we require less scanners, less operators and have been able to cut the cost of rescans due to the higher quality images. We are saving hundreds of dollars per day, per operator, since installing the Mekel products."

~ Conversion service manager, West Coast Imaging Bureau



MADE IN AMERICA



# Quantum

## SOFTWARE

### Increased operator production

- Scan at full-speeds without operator intervention
- Drive multiple MACH10 Pro microfilm scanners with a single operator
- Share quality assurance tasks with multiple operators

### Reduce microform scanning costs

- Never search for lost images
- Eliminate the need for rescans

### Guaranteed 100% image capture

### Optimum image quality

### Windows 11 support

## Quantum Scan

### Advanced Capture Software

- ▶ Speed
- ▶ Optimum resolution
- ▶ Template options
- ▶ Image quality settings
- ▶ Advanced focus option
- ▶ Pre-scan testing
- ▶ Multiple ribbon output options
- ▶ Advanced frame detection
- ▶ Easy transfer
- ▶ Easy workflow integration
- ▶ IMAGEhost integration\*



## Quantum Process

### Revolutionary Processing Software

- ▶ Optical Character Recognition (OCR)
- ▶ Batch processing
- ▶ Strip zoom capability
- ▶ Editing tool kit
- ▶ Automatic frame detection
- ▶ Fixed-grid frame replication
- ▶ Blip removal
- ▶ Irregular frame flag
- ▶ Custom processing
- ▶ Multiple output options
- ▶ Easy workflow integration
- ▶ Image enhancement
- ▶ File-naming features
- ▶ Auto-split and Book mode
- ▶ "Go To" command
- ▶ Re-Detect frames
- ▶ Blackout framing
- ▶ Document separation tagging

HARDWARE	
<b>Camera/Optics</b>	<p>CCD linear array: Full 8,192 pixel</p> <p>Dynamic Range: 8- or 12-bit with gamma correction grayscale output. Full depth of pixels processed.</p> <p>Imaging Path: Direct imaging path (camera, film and light source are in-line for optimum image quality)</p> <p>Automatic Gain Control (AGC): optimizes image quality while scanning</p> <p>Lighting: Mekel smoothlight fiber optic bundle balances lighting across entire scan area (no hot spots or shadowing)</p>
<b>Resolution</b>	<p>100-600 true optical dpi</p> <p>Reduction Ratio: 4x - 96x</p>
<b>Film Types</b> (100', 215' and 1,000' roll standard)	<p>16 mm and 35 mm microfilm; ANSI, M-types, Kodak Ekamate and open spools; simplex/duplex; positive/negative; silver, diazo and vesicular formats</p>
<b>Hardware Image Enhancement</b>	<p>Real-time image sharpen and enhancement done in hardware with no reduction in throughput</p>
<b>Film Control</b>	<p>Film Format Selection: Electronically-controlled for precise positioning of the CCD camera and lens</p> <p>High-speed rewind</p>
<b>Hardware Notables</b>	<p>Film cleaning rollers: custom technology cleans film as it scans if desired</p> <p>Speed Mode: Completes rolls in half the time (8-bit mode only)</p> <p>No adaptive speed control necessary</p>

### SCAN SPEEDS (100' ROLL)

<b>Resolution</b>	200 dpi 24x
<b>Time elapsed</b> (quality/speed)	2.5 minutes/ 1 minute
<b>Number of images per minute</b>	1400 images
<b>Speed mode</b>	2800 images

### PROCESSING & OUTPUT

<b>Quantum Image Processing</b>	<p>Task set-up by job or saved in set-up file</p> <p>1600 images or more per minute</p> <p>Single-, double- or triple-level blip code detection</p> <p>Full frame, leading and trail edge image detection</p>
<b>File Formats</b>	<p>Simultaneous grayscale and bitonal output; single or multi-page TIFF and PDF; TIFF (G4/LZW/uncompressed), JPEG, PDF, PDF/A, JPEG2000, bitonal CALS type 1 and others; OCR output to single/multi-page .PDF, .TXT and HOCR formats</p>
<b>IMAGEhost Option</b>	<p>Crowley software platform for online image hosting, storage, easy retrieval, editing and output</p>

### GENERAL TECHNICAL INFORMATION

<b>Agency Approvals</b>	FCC, UKCA and CE certification
<b>Power Requirement</b>	50Hz or 60Hz; 90-240v; 500w, single-phase switch for domestic or international use
<b>Operating System</b>	<p>Windows 11 Pro</p> <p>External Dell high-end multi-processor, multi-core workstation</p> <p>Visit <a href="http://www.thecrowleycompany.com">www.thecrowleycompany.com</a> for full PC specs</p>
<b>Dimensions (LxWxH)</b>	15.5 x 15.5 x 22 in (394 x 394 x 560 mm)
<b>Weight</b>	50 lbs/22.7 kg



DIGITIZATION PRODUCTS

DIGITIZATION SERVICES

SUPPORT SERVICES

[www.thecrowleycompany.com](http://www.thecrowleycompany.com) | 240.215.0224 US Corporate

Join Us! @crowleyscans



This is a product preview from The Crowley Company and is subject to change.

The Crowley Company pursues a policy of continuous product improvement and reserves the right to change these specifications without notice.

June 2024

# MiniLab2

## SECURE YOUR DIGITAL AND SOURCE COLLECTIONS FOR CENTURIES TO COME

By converting digital documents and original source materials to microfilm - the longest lasting storage medium known to archivists - you are ensuring the valuable records are accessible and preserved for years to come. When protecting and converting records to microfilm, proper processing is essential to ensure the utmost quality and longevity of the film.

Featuring daylight developing, the Crowley MiniLab 2 table top film processor offers intuitive, no-mess processing for 16 and 35 mm microfilm collections. Utilizing the latest technology, the MiniLab 2 can be operated with minimal training and can save you money by conserving resources with its energy-conservation mode.



### NO HASSLE, TABLE TOP MICROFILM PROCESSOR

## KEY FEATURES

### Daylight Developing

The MiniLab 2 offers the completely new concept of daylight developing, which guarantees perfect results to meet the high demands of microfilm processing with regard to long-term durability, archiving security and high throughput.

### Table Top Unit

Small enough to fit on standard desks/ tabletops, the MiniLab 2 requires little work space and is available with an optional\* cabinet and cleaning basin or with an automatic replenishing unit for an even smaller working footprint.

### Environmentally Minded

Designed with an ecological concept, the MiniLab 2 uses an automatic cut-off of the rinsing water when transporting of the film is stopped, as well as separate collecting of the used chemicals.

### Automated Controls and Monitoring

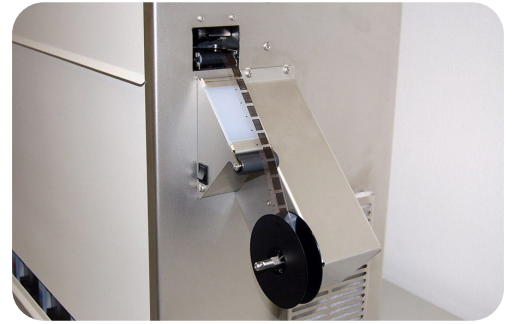
As a fully automated deep-tank developing system, the MiniLab 2 is equipped with a fully electronic control and monitoring system with a multifunctional operator terminal. This enables precision control not only of the optimum developer temperature but of the desired transport speed and developing time for the film or of the fixing heater as the basis for perfect and totally reliable film processing for archiving requirements.

### Deep Tank Developing

Generously dimensioned and electronically monitored rinsing-water and drying capacities meet all demands for perfect archive ability of the developed film material.

### Durable Design

A functional design resulting from many years of experience, the strong structure made of materials suitable for laboratory use (such as stainless steel and chemical-resistant plastics), and the high production quality guarantee a long service lifetime and maximum reliability of the MiniLab 2 film processor even under the toughest of production conditions.



## TECHNICAL SPECIFICATIONS

<b>Device Type</b>	Daylight-Processor Film processing using deep-tank process
<b>Film Formats</b>	16/35 mm film, perforated or imperforated
<b>Film Length</b>	Standard up to 66 m
<b>Film Thickness</b>	0.06, 0.10 and 0.13 mm
<b>Transport- Speed</b>	0.5 to 4 m/min adjustable in steps of 0.5 m
<b>Developing Process</b>	Negative developing with developer, intermediate washing, fixing final washing and drying section
<b>Developing Temperature</b>	From 75.2° F to 102.2°F (24°C to 39°C) adjustable in steps of 33° F (1°C), electronically controlled
<b>Drying Temperature</b>	Air drying from 95°F to 149° F (35°C to 65°C) adjustable in seven steps
<b>Regeneration</b>	Developer and fixer optional
<b>Film Monitoring</b>	Illuminated screen at film spooling device
<b>Film Take up</b>	Selectable for emulsion inside or outside
<b>*Options (Sold Separately)</b>	Fixing bath heater Cabinet with cleaning sink Cabinet with replenish unit Film leader cassettes for film length of up to 763 m, on request
<b>Power Requirement</b>	110 - 240 V selectable Power consumption in use, max. 2.3 KW Water consumption 1.5 - 3.0 L/min, adjustable
<b>Dimensions (LxWxH)</b>	47.2 x 13.4 x 24.8 in (1200 x 340 x 630 mm)
<b>Weight</b>	190 lbs/86 kg

# OP 800 OP 800 HR

The ArchiveWriter  
for reliable data archiving.



 **ZEUTSCHEL**  
Cultural Heritage is our Passion

# From original to microfilm: Secure long-term archiving for all digital data.

Long-term archiving of digital data and cultural assets is an important role for archives, libraries and other institutions. This demands safe solutions.

The lifetime of stone tablets for archiving is several thousand years, books made from acid-free paper can still be read after several hundred years. But what about our digital media?

With the new OP 800/OP 800 HR, Zeutschel offers a sophisticated system for simple and safe long-term archiving of data on microfilm. Up to 298 million pixels are possible in the 35 mm full-frame format.

More than 120 Zeutschel systems are used by state and private institutions worldwide to create digital microfilm. When may we advise you?

## Product advantages

- Maximum 298 megapixel optical resolution (OP 800 HR)
- For all standard files (for example, TIFF, JPEG, JP2, PDF)
- High resolution microfilm b/w, grayscale (halftone) or color
- Color enhancement via integrated ICC-conform color management
- Highest productivity
- Wide range of image processing tools for perfect file conversion in batch mode
- Easy operation
- Film capacity up to 600 m
- 16/35 mm roll film, landscape and portrait
- Automatic fade-in of meta data



OP 800 / OP 800 HR



## Technical Specifications

	OP 800	OP 800 HR
General	with the ArchiveWriters OP 800 and OP 800 HR all digital data can be archived simply and quickly on microfilm for long-term archiving	
Applications	preservation of all native digital data (CAD, e-mail, Word, Excel, etc.) and digitized data (scanned documents, images etc.)	
Formats	all standard file-formats in b/w, grayscale and color, e.g. TIFF, TIFF LZW, JPEG, JP2, BMP, PDF, PDF A, JPM, GIF, etc.	
Microfilm	roll film b/w, halftone and color, 16 & 35 mm onreels 30.5 m (100 ft), 60 m, 305 m or 600 m	
Maximum resolution	132.7 megapixel	298.5 megapixel
For 35 mm roll film	6815 dpi	10223 dpi
For 16 mm roll film	16832 dpi	25248 dpi
Max. film mask 35 mm	32.2 × 57 mm	32.2 × 57 mm
Standard mask 35 mm	32 × 45 mm	32 × 45 mm
Max. film mask 16 mm	13.0 × 23.1 mm	13.0 × 23.1 mm
Standard mask 16 mm	12.5 × 18 mm	12.5 × 18 mm
Film mask and film step	continuously adjustable	
Recording formats	full-frame, duplex, duo and multi-frame	
3-way blip	optional	optional
Imprinting of metadata and film index	yes	yes
<b>Compliance with all established microfilm standards</b>		
Image processing	Integrated color management conforming to ICC standards	
Software	Zeutschel Software OmniPlot	
Operating system	Windows 10 IoT (64 bit)	
Dimensions	(w × d × h): 1280 mm × 806 mm × 1498 mm	
Accessories incl.	PC and Monitor	



240.215.0224 U.S.

[www.thecrowleycompany.com](http://www.thecrowleycompany.com)

Join Us! @crowleyscans



# THANK YOU FOR YOUR ORDER

We appreciate your confidence in The Crowley Company and trust that you will find your purchased solution a welcome addition to your cultural heritage or records management operations. To ensure that you get the best customer service post-delivery and throughout the lifespan of your purchase, please save this important contact information.

## 1. CONTACT (see reverse side for Technical Support details)

(240) 215-0224 x236 or [support@thecrowleycompany.com](mailto:support@thecrowleycompany.com) for general questions and requests, including:

- Invoicing
- Order Tracking
- Installation and Training Coordination
- Etc.
- Parts Inquiries
- Technical Support
- Logistics

**Software Keys:** [softkey@thecrowleycompany.com](mailto:softkey@thecrowleycompany.com)

**Sales Support:** Contact your Crowley representative or email [hardware@thecrowleycompany.com](mailto:hardware@thecrowleycompany.com)

**Maintenance/Software Contracts:** [contracts@thecrowleycompany.com](mailto:contracts@thecrowleycompany.com)

## 2. FIND OUT MORE

The Crowley Company offers a full line of **scanners, software and services** for the digitization of:

- Microform (microfilm; microfiche; aperture card)
- Bound books and loose documents
- Photographs
- Transmissive collections (slides, negatives, glass plates)
- Newspapers, maps, mechanical drawings and other oversize media up to A0

## THREE DIVISIONS TO SERVE ALL YOUR DIGITIZATION NEEDS



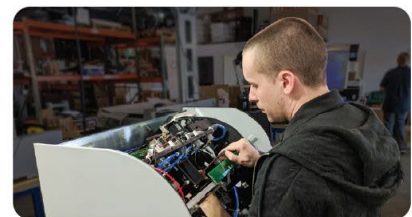
### Digitization Products

Award-winning commercial production and walk-up patron scanners for the digitization of still media records and archives



### Digitization Services

Award-winning in-house and on-site still media digitization services for records and archives



### Support Services

The Crowley Company technical services team supports all Crowley manufactured and distributed scanner brands



# SUPPORT REQUEST PROCESS

Crowley's support process ensures that each service request is met with fast technician response times, accurate documentation of hardware history and a streamlined workflow. In 90% of cases, tickets can be resolved via remote assistance.

This document provides information on how to contact support and what to expect throughout the ticketing and issue resolution processes.

## 1. CONTACT



**Expedited Response:** <https://thecrowleycompany.com/support-services/technical-support/service-request-form/>



**Call:** (240) 215-0224 x236 U.S.



**Email:** [Support@thecrowleycompany.com](mailto:Support@thecrowleycompany.com)

All service requests will be responded to within 24 hours.

Support is available with 48-hour response time on the following holidays: *New Year's Day (January 1); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day (December 25). The normal hotline response time will be available on all other U.S. holidays.*

**NEED A  
SOFTWARE KEY?**



Email [softkey@thecrowleycompany.com](mailto:softkey@thecrowleycompany.com) directly for software key renewals.

## 2. TICKET SUBMISSION

Crowley's service writer will request or review the following information:

- **Model and serial number;** this identifies the history of the hardware in question
- **The issue experienced** with the hardware or software

The service writer will confirm the maintenance contract status of the unit. Units that are not under contract or warranty may require a credit card or purchase order information to proceed with technical assistance once the initial evaluation has been completed.

The service writer enters your request into the technical support system and assigns the ticket to the first available technician.

## 3. TECHNICAL ANALYSIS

A certified Crowley technician will remotely assess and troubleshoot reported issues via phone or webinar.

## 4. FURTHER ACTION

If a repair, parts or onsite service are needed, Crowley will schedule a technician or arrange for depot repair.

**ALSO AVAILABLE:** In-depth hardware/software training · Color accuracy, image standards and project efficiency consultations · Service kits · Replacement units · Calibration kits · Spares kits

**EXHIBIT B**  
**SOFTWARE AGREEMENT**

## CROWLEY TERMS AND CONDITIONS OF SOFTWARE MAINTENANCE AGREEMENT

CROWLEY will provide or cause to be provided through its Authorized Service Representative, the service described herein.

All Software Maintenance and Support is provided subject to the following Standard Terms and Conditions. These provisions set forth are only obligations of Crowley regarding Software Maintenance and Support. For purposes of this Agreement, "You" or "Your" shall refer to the entity entitled to receive Maintenance and Support hereunder.

### I. CROWLEY SOFTWARE MAINTENANCE SERVICES

1. Online and telephone support (240-215-0224) to receive technical assistance with regard to software You have licensed from Crowley and for which You have elected to receive Maintenance and Support (the "Covered Software").
2. As they become available, Crowley will provide updates and/or revisions to current versions of the covered Software.
3. As they become available, Crowley will provide updates and revisions to existing covered Software documentation.
4. Crowley will take all reasonable steps to correct defects in the Covered Software that are directly attributable to programming if Crowley, in its sole discretion, recognizes them as having a materially detrimental effect on the performance of the Covered Software.

### II. CHARGES

1. The Annual Maintenance period begins upon installation for a period of one year.
2. The initial Annual Maintenance fee is based upon a % of current list price of the Covered Software. Renewal fees are calculated annually for a 1-year period and may be subject to an inflationary adjustment not to exceed 5% per year. If You purchase additional Software or licensed users for such Software, these additions will automatically be subject to Maintenance fees and will be invoiced accordingly. Charges for any partial month of coverage will be prorated on the basis of a thirty (30) day month to coincide with existing annual Maintenance term.
3. All charges for Software Maintenance are payable in advance. If You fail to pay any invoice within thirty (30) days of the invoice date, Crowley may withhold services until payment has been received.
4. Charges do not include charges related to third party software programs, which may be required to run the Covered Software. You may be required to pay separately for any upgrades in such third party programs.

### III. EXCLUSIONS FROM CROWLEY SOFTWARE MAINTENANCE SERVICE

The following is expressly excluded from the terms of this Agreement:

1. Provision, installation and/or support of new versions and/or enhancements to current versions of non-Crowley software. Non-Crowley software includes but shall not be limited to, operating system software, word processing, spreadsheet, reporting and/or database software.
2. Installation of upgrades and enhancements to Crowley covered software.
3. Upgrading any hardware and memory on the system on which You use the Covered Software.
4. Repair of the Covered Software and data if Crowley determines the failure is related to:
  - (a) misuse or neglect of the covered Software including.
  - (b) anyone other than a Crowley's staff making any alteration to the Covered Software or to system files which may affect the Covered Software.
  - (c) environmental conditions, including, but not limited to, insufficient, excessive, or irregular electrical power, failure of air conditioning, excessive heat or humidity, flood, water, wind or lightning.
  - (d) use of the Covered Software for purposes other than those which it was expressly designed.
  - (e) the relocation or re-installation of the Covered Software without prior approval from Crowley.
  - (f) the use of any software other than the Covered Software.

5. Crowley has no obligation to perform support services in connection with issues resulting from hardware or software not supplied by Crowley.
6. Crowley has no obligation to perform advanced / custom training services in connection with said contract.

#### **IV. SOFTWARE MODIFICATIONS**

Any modifications that You make to the Software, including any modifications to any third party licensed software included with or embedded in the Software, will render any Maintenance or Warranty obligations contained in this Agreement null and void. Crowley will not be liable, in any respect, for any such modifications or any errors, losses or damage resulting from such modifications. Crowley has no other responsibilities with respect to Maintenance other than those specified in this Section and will not be responsible for maintaining other than the most current, unaltered release of the Software.

#### **V. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

1. RESERVED
2. LIMITATION OF LIABILITY. IN NO EVENT WILL CROWLEY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY OF MAINTENANCE SERVICES OR ANY DELAY IN DELIVERY OF THE MAINTENANCE SERVICES. CROWLEY'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE RELEVANT SERVICES GIVING RISE TO THE LIABILITY.

#### **VI. GENERAL**

1. Delivery of any Software Maintenance service to You by Crowley is subject to conditions beyond the control of Crowley or its agents, including but not limited to, Acts of God, acts of any public enemy, fire, flood, epidemic or quarantine restrictions, strikes, riots or civil commotion, freight or other embargoes, weather conditions or any failures by Crowley's subcontractors or suppliers.
2. You may not sub-license, sell, rent, lend or lease any portion of the Covered Software. You may not translate or create derivative works based on the Covered Software.
3. If You allow your Maintenance coverage to lapse, You may purchase telephone and/or email support for currently supported software versions on an as-needed basis. Telephone and/or online support is billed at \$385 per hour, with a minimum charge of one hour. After the first hour, support is billed in 30-minute increments of \$200 each. Software updates and access to the Support web site are not available without Maintenance.
4. RESERVED
5. If You choose not to install the latest version of the Covered Software, Crowley reserves the right to limit the scope of the Maintenance services provided.
6. Non-Discrimination / Equal Opportunity Provisions: CROWLEY agrees that in the hiring of employees for the performance of work under the Agreement, CROWLEY shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. CROWLEY, or any person acting on behalf of CROWLEY, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.  
By its signature hereto, CROWLEY certifies that it complies with the express language contained in §125.111 of the Code regarding Non-Discrimination / Equal Opportunity.

**EXHIBIT C**  
**CONTRACTOR'S WARRANTY**

## EQUIPMENT WARRANTY INFORMATION

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### Warranty

The Crowley Company warrants its digitizing hardware from defects in materials and workmanship for a period of one year (non-consumable) parts and 90 days labor from the date of shipment. \*\*

### Exclusions

The above warranty shall not apply to defects from improper or inadequate maintenance by the customer, customer-supplied software or interfacing, unauthorized modification or misuse and operation outside of the environmental specifications for the product. The Crowley Company will, upon request, repair such damage on a time and material basis. Contact The Crowley Company prior to shipping to obtain dispatch instructions.

### Obtaining warranty service

To obtain warranty service, the product must be returned to The Crowley Company or to a service facility designated by The Crowley Company in the original shipping container or one which offers the same degree of protection as the original container. The Crowley Company may repair on-site at the option of the customer. The customer is responsible for travel charges when on-site repair is requested. Customers shall prepay shipping charges for products returned to The Crowley Company and The Crowley Company shall pay for return of the products to the customer. However, customers shall pay all shipping charges, duties, and taxes for products returned to The Crowley Company from another country.

\*\* Uscan Products warranty is one full year depot service at our Frederick, MD location.