



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

July 25, 2011

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for **RFP 11-044/KJS, Digital Conversion of Microfilm Images and Indexing of Official Public Records for the Jefferson County Clerk**. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

There will be a pre-proposal conference on Friday, August 5, 2011, at 10:00 AM in the Commissioners' Courtroom, 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.

PROPOSAL NAME: Digital Conversion of Microfilm Images and Indexing of Official Public Records for the Jefferson County Clerk
PROPOSAL NO: 11-044/KJS
DUE DATE/TIME: August 30, 2011 at 11:00 AM,
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor, Beaumont, Texas 77701,

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent at 409-835-8593.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent

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PROPOSAL SUBMITTAL CHECKLIST

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.

- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided (2) of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to or delivered no later than **11:00 AM, August 30, 2011**, to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

1. INTRODUCTION TO OFFERORS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Digital Conversion of Microfilm Images and Indexing of Official Public Records for the Jefferson County Clerk.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

1.2 GOVERNING LAW

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Karen J. Smith, MBA, Assistant Purchasing Agent, in the Jefferson County Purchasing Department, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

All costs for developing proposals are entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.14 WITHDRAWAL OF PROPOSAL

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.15 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.16 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.17 DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.18 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.19 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.20 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.21 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder

becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.22 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.23 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.24 LOSS, DAMAGE, OR CLAIM

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offerors and Jefferson County's property, equipment, and/or supplies.

1.25 WAIVER OF SUBROGATION

Offeror and Offerors insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offerors performance under this agreement.

1.26 CONFLICT OF INTEREST

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

1.27 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offerors proposal. The insurance requirements are part of this package.

1.28 PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on Friday, August 5, 2011, at 10:00 AM, at the Commissioners' Courtroom, 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.

1.29 DELIVERY OF PROPOSALS

All proposals are to be delivered by 11:00 AM, central time, August 30, 2011, to:

Jefferson County Purchasing Department
Deborah L. Clark, Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Offeror must submit one (1) original and five (5) exact duplicate, numbered copies of the proposal (for a total of six (6)). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.30 QUESTIONS

Questions may be faxed to Karen J. Smith, MBA, Assistant Purchasing Agent at 409-835-8456.

1.31 ESTIMATED SCHEDULE OF EVENTS

July 25, 2011	Issuance of Request for Proposal
August 5, 2011	Pre Proposal Conference (PM)
August 30, 2011	Deadline Submission (late proposals will not be considered)

September 1, 2011	Proposals distributed to Evaluation Committee
September 8, 2011	Evaluation Committee Convenes to Tabulate Scoring and Determine Short List
September 12-15, 2011	Conduct Interview/Best and Final Offer/Short List
September 19, 2011	Recommendation for Award

2. RESPONSE FORMAT

2.1 INTRODUCTION

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

2.3 TRANSMITTAL LETTER

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 EXECUTIVE SUMMARY

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 OFFEROR IDENTIFYING INFORMATION

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 CONFLICT OF INTEREST

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. PROPOSAL SUBMITTAL

The Proposal is due no later than 11:00 AM, August 30, 2011, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided (2) of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department
First Floor
1149 Pearl Street
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. SCOPE OF SERVICES

4.1 DEFINITIONS

When capitalized, the following terms have the meaning set forth below in this SOS. All other terms have the meaning set forth in the Merriam-Webster Online-Dictionary <http://www.merriam-webster.com>.

Term	Definition
Awarded Vendor	The Vendor(s) awarded the contract(s) resulting from this RFP. Also "Contractor."
Capture	Process of scanning, storing, and retrieving Documents regardless of original format, using micrographics and/or electronic imaging (i.e., scanning, OCR, Intelligent Character Recognition, etc.).
Conversion	The process of scanning (imaging) microfilm and digitizing same so that documents are changed to electronic records
Contract Award	The day Commissioners Court Approves the selected vendor as and Awardee
Contract Execution	The day a contract is executed in Commissioners Court. Also the day the County issues a Purchase Order for this RFP to the Awarded Vendor.
De-skew	To De-skew an Image is to remove the angular deviation of the received frame from rectangularity caused by a synchronism between the scanner and the recorder. At the most basic level it is to straighten an Image so there is no angle between the horizontal lines on a paper and the printed text of an Image.
De-speckle	To De-speckle an Image is to remove the background "noise" from the Image (e.g., black dots).
Document	The page or pages filed under a single File Number that constitutes a record.
Dots Per Inch (DPI)	DPI is a measure of the number of individual dots that can be placed within the span of one linear inch (2.54 cm.). The DPI value tends to correlate with Image Repository, but is related only indirectly.
Image	Digital representation of a document
Indexing	Based on the pre-defined Taxonomy and Metadata, identification of specific attributes of a Document or database record to facilitate retrieval.

Term	Definition
Key Staff	Staff with decision making authority including team leads and management staff.
Metadata	Data that provides information about other data.
Optical Character Recognition (OCR)	OCR is a technique by which Images of characters can be machine identified, then converted into computer codes for processing.
Page	A single side of a piece of paper.
Proposal	A Vendor’s submission to this RFP.
Quality Control (QC)	Any processes or techniques used by the Awarded Vendor to promote compliance with contract requirements and achievement of performance measures.
Secure	Administrative, technical and physical safeguards to ensure the security and confidentiality of records and to protect against any threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained.
Taxonomy	A system for naming and organizing content into categories that share similar characteristics.
Valid Image	A Valid Image is one side of a double-sided (duplexed) Page: is not a blank Page is stored with the correct Metadata elements based on the defined Taxonomy business rules is stored in the required repository and format is De-skewed and De-speckled
Vendor	Any individual, partnership, or corporation submitting a Proposal to this RFP.

4.2 BACKGROUND

4.2.1 MICROFILM CONVERSION

The Jefferson County Clerk’s Office requires the digital capture and image cleanup of Jefferson County Deed and M&L Records on microfilm, containing a percentage of “Photostat” pages. In addition, the County Clerk’s Office has “Non-Photostat” images in need of image cleanup only. (See attached Pricing sheet for details.) In this case, Photostat can be defined as white text on a black background.

Many of the “Photostat” images have aged or were captured unevenly with some pages or portions of pages remaining readable, while other sections of pages or whole pages are

barely legible or show “bleed through” from back pages. To address this problem, specialized technology and software techniques will be required for image capture and post capture processing to clean-up and enhance weak images while reversing the polarity of the negative image document and positive recording strip.

A. The JEFFERSON COUNTY Clerk’s Office requires the digital conversion of microfilm of approximately:

1. Deed Volumes A – Z	10,200
2. Deed Volumes 1 – 564	339,000
3. M & L Volumes 1 – 437	262,800
4. M & L Volumes 1226 – 2117	446,000
5. Deed Volumes A – Z	5,400
6. Deed Volumes 565 – 1501	562,200
7. M & L Volumes 438 – 1225	472,200

Total 2,097,800

There are approximately 2,097,800 images in total.

B. Documents are typically filmed in simplex-comic mode, simplex-cine mode or duplex orientation, 16mm at 24X. Film may be blip coded to include the beginning of a new document.

C. Microfilm will be silver base, first generation or Diazo non-reversing, second generation film. If Vinegar Syndrome or other degradation is present on microfilm, vendor will notify the Jefferson County Clerk’s Office and request an alternate copy of the film.

4.2.2 INDEXING

A. The Jefferson County Clerk’s office requires the indexing of Mortgage and Lien (M&L) records only. There are approximately 423,400 M&L documents to be indexed.

4.3 VENDOR QUALIFICATIONS

A. Jefferson County is seeking a contractor that is experienced in the digital conversion of microfilm. The Proposer must demonstrate to the sole satisfaction of the County that Proposer can successfully deliver services of the type and scope set forth in this RFP. The Proposer must also demonstrate:

1. Experience in successfully completing projects of similar scope to this RFP.
2. Proposer must demonstrate financial stability and viability to the sole satisfaction of the County.
3. Proposer must demonstrate that the staff assigned to project is experienced and knowledgeable in their assigned responsibilities.

4. Extensive knowledge related to how County government works and in particular the County Clerk's function is preferred.

4.4 CONTRACT REQUIREMENTS

4.4.1 MICROFILM CONVERSION

- A. The Awarded Vendor should provide a turnkey service that includes conversion of microfilm to a digital image(s).
- B. The Awarded Vendor will provide all labor and equipment.
- C. The Awarded Vendor will provide a full time project manager for the duration of the work.
- D. Jefferson County will provide a project manager to oversee and coordinate the work.
- E. The Awarded Vendor and its employees will transport all Jefferson County microforms, remaining in their custody at all times. At no time will the microforms be unattended during transport.
- F. Due to the sensitive nature of the documents, the Awarded Vendor must have a secured, climate controlled storage location area within their facility where the film will be stored when not being processed.
- G. Prior to the first scheduled production delivery, a pilot test run will be delivered to Jefferson County Clerk's Office for acceptance and sign off on image quality.
- H. The Awarded Vendor will provide an inventory of the images converted per roll or sheet noting any unreadable or unacceptable images.
- I. Awarded Vendor must provide statistical reports based on the status of the conversion project's progress down to the document level.
- J. Awarded Vendor will be required to scan all microform records on the latest generation film to image scanner, such as the *Next Scan 500* or similar microform scanner. The equipment to be utilized must be identified in the proposal submission.
- K. All images will be converted by Awarded Vendor to capture maximum detail and will be delivered as 256-bit grey scale .JPG images. The .JPG images will not be altered, enhanced or modified in any way. They will serve as a "digital original".
- L. Each image will also be delivered as a *second* bi-tonal single page Group **IV** TIFF image and scanned to a minimum dot per inch (dpi) of 300 dpi. However, there may be approximately five percent (5%) of the documents that may require an image to be of a different resolution to obtain a clean, legible image. Awarded Vendor shall contact the Jefferson County Clerk's Office to consult in such an event.

- M. Each “Photostat” image will be processed by Awarded Vendor reversing the polarity of the negative image and positive recording strip so the entire image is a positive one with a white background and black text.
- N. Each image shall be converted by Awarded Vendor to a single page, portrait format, in a ‘right-side up’ position. Duplex film must be split into two (2) single images.
- O. Auto cropping shall only remove the solid black borders that completely surround each image. File-stamps and margin notations shall not be cropped out by Awarded Vendor.
- P. Scanning/Cropping by Awarded Vendor shall not remove or delete marginal notations and/or additional notations from any image.
- Q. Awarded Vendor will annotate above each delivered TIFF image with the appropriate book type, volume number and page number for each given image. Annotation will be at the top of each image and equal to: Record Type (DR for Deed Records, ML for Mortgage and Lien Records, etc.); Volume/Roll #, Page #, Record type will be reviewed and identified in advance of project kickoff.
- R. Poor quality images will be enhanced by Awarded Vendor by adjusting contrast, as necessary, to make the images as legible as possible, focusing on names, legal descriptions, dates and signatures. Vendor will provide details on the method by which they will improve images, and will specify the percentage of images guaranteed to receive special enhancements.
- S. Awarded Vendor will verify image quality at least three (3) times following conversion to ensure the highest of quality; and detail that methodology.
- T. Awarded Vendor will provide 100% accuracy on naming images as specified by Jefferson County.

4.4.2 INDEXING

- A. Indexing of M&L documents will include indexing of the following fields: Book, Page, grantor(s), grantee(s), document date, file date, document type and legal description(s). Legal descriptions will include the following fields:
 - Condominiums:** Legal Sequence Number, Legal type, Town, Condo, Block, Phase, Building, Unit, Unit To, Lot, Lot Letter, Lot To
 - Freeform:** Legal Sequence Number, Legal type, Freeform Legal
 - SubDepartment:** Legal Sequence Number, Legal type, Town Addition, Lot, Lot Letter, Block, Phase, Lot to the exact field lengths and code files will be provided at project kick-off meeting.

- B. Indexing will be verified using a blind re-key verification method and accuracy of indexing for typewritten documents will be guaranteed at a rate of 99 %.
- C. Vendor will provide samples of indexed data to County Clerk for approval and will adhere to the Jefferson County Clerk's rules for indexing all fields.
- D. Vendor will provide a minimum of two indexing managers for this project, and all of vendor's personnel performing Jefferson County indexing are required to have a comprehensive knowledge of Jefferson County's indexing specifications.
- E. All materials and workmanship shall be guaranteed in accordance with archival industry standards, and shall be satisfactory to the County Clerk. The County Clerk reserves the right to inspect vendor's materials and workmanship (before and during contract period) to insure vendor is in compliance with contract requirements. Failure to comply with requirements will constitute default and may result in cancellation of the contract.
- F. After pick-up, all microfilm documents shall remain exclusively in the care, custody and control of the vendor, until returned to the County Clerk's Archives.

Vendor shall not subcontract any work to a third party or send any work to vendor locations outside of the United States. Records must be stored in a secure and climate controlled environment while in the possession of vendor and must only be accessible to those persons employed by the vendor and assigned to this conversion project. Records are used daily by the public; consequently, vendor shall pick-up and return to the County Clerk's Archives on a pre-determined schedule for each lot until project completion. In addition, all records during the conversion period must be available to the County Clerk or County Clerk's representatives within twenty-four (24) hours at vendor's expense. Jefferson County will provide vendor(s) with a list of authorized representatives prior to shipping of documents. Copies of requested documents are to be e-mailed or faxed to Jefferson County's authorized representative.

4.5 DELIVERY REQUIREMENTS

- A. One (1) folder for each roll or sheet containing all images.
- B. A folder should be identified by roll or sheet number. Sheet images will be identified by volume and page. Film images will be identified by roll and sequence on the film.
- C. JPG and TIFF images should be in separately labeled folders.
- D. All data including both the JPG and TIFF images will be copied by the vendor to portable media preferably an external USB hard drive.
- E. Images to be delivered in monthly batches as completed on vendor supplied external USB drives or comparable external drive, including a summary of the aggregate file

size, record count, and a report detailing the instrument number, record type and date of recording of each delivered image on a given drive.

- F. Report should include the roll film number (identifier) that the images were scanned from and a confirmation of complete scanning and verification of each roll of film upon completion.

4.6 TRANSPORTATION REQUIREMENTS

- A. Vendor will be responsible for the pick-up and return of microfilm from Jefferson County, County Clerk's Archives address. Prior to shipping, vendor will be required to come to Jefferson County's facility to inventory and prepare microfilm for shipping. Vendor will be responsible for packing the films for transport.
- B. Vendor will be responsible for arranging transport of microfilm to and from vendor's facility. Transportation costs must be included in vendor's proposed pricing. If a third party is used for transportation, Jefferson County must approve carrier prior to shipment.
 - 1. All pallets must be stretched wrapped for shipment.
 - 2. Freight carriers should not break down pallets during shipments.
 - 3. Pallets should not be double stacked.

4.7 SECURITY

- A. All microfilm containing document images must be returned to the Jefferson County Clerk's Office, 1149 Pearl Street, Beaumont, Texas 77701. The contractor may not keep or make a copy of the microfilm or the images contained on the microfilm.
- B. The sensitive nature of the information being digitized dictates that all facets of the conversion process be performed within the United States; no offshore processing of any portion of this project is permitted. The vendor will not utilize sub-contractors or third parties to complete any part of the work.

4.8 CONFIDENTIALITY REQUIREMENT

- A. The purpose of this Confidentiality Requirement is to protect and prevent unauthorized disclosure of confidential information of the County while also permitting Vendor to fulfill its obligations to County under the terms of a proposed contract between County and Vendor.
- B. With respect to the Information, Vendor shall use reasonable efforts to:
 - 1. Restrict disclosure of the Information solely to those of its employees with a need to know and not disclose it to third parties.
 - 2. Advise employees who receive the Information of the obligation of confidentiality hereunder.
 - 3. Use the same degree of care to protect the Information and to prevent disclosure of the Information as is used with Vendor's own confidential information,

which shall be at least the degree of care which a reasonably prudent person would use to protect and prevent disclosure of confidential information.

- C. Upon the request of JEFFERSON COUNTY, Vendor shall return all documents and records, including those in matching-readable media, which contain the Information, without retaining any copies, of such documents or records which contain the Information. Upon the request of JEFFERSON COUNTY, all Information contained in the data banks of any computer operated by Vendor shall be destroyed and all paper copies shall be shredded. Upon request by JEFFERSON COUNTY, an officer or other appropriate representative of Vendor shall provide a certificate which shall confirm that the foregoing, including the destruction, have taken place.
- D. Nothing contained in this Agreement shall be construed as granting to or conferring upon Vendor any rights by license or otherwise in any information disclosed, except for the limited right to use the Information for the purposes set forth in the paragraph VII.A above.
- E. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- F. There are situations under which the disclosure of these records to third parties would be a criminal offense.

4.9 ADDITIONAL PROPOSAL REQUIREMENTS

4.4.1 PROJECT APPROACH/MANAGEMENT

- A. Vendor should provide a written plan for the conversion project, a validation methodology, and percentage of accuracy and project timelines. The image conversion process must include internal methods that define how the Vendor plans on preserving and securing the original microfilm images, and producing a quality, viewable image. Provide a detailed description of how this will be accomplished.
- B. Vendor should provide a methodology of discovery and handling of missing images, multiple images, and incorrect images that may be encountered and could affect the overall percentage of accuracy during the Vendor's scanning and tagging process.
- C. Vendor should provide details on how retakes are applied to their proper image location.
- D. The equipment to be utilized should be identified in the proposal submission.
- E. Provide a detailed timeline and milestone schedule for delivery of services.
- F. Provide a detailed description of how the vendor proposes to successfully manage this project and meet the goals and objections of this RFP.
- G. Include a description of how the project team will be structured, its roles, and responsibilities, location within the company's organizational framework and chain of command.

H. Describe security standards for protecting the privacy and confidentiality of data.

4.4.2 PROPOSED COST

- A. Include the completed Cost Proposal (Appendix A).
- B. The cost per image should include all costs associated with the performance of the contract, including but not limited to, image enhancement, cropping of image, equipment, labor, materials, shipping and travel.
- C. Include a detailed budget further explaining how the cost per page was determined.

4.4.3 CONTRACT REQUIREMENTS

- A. Vendors are to include one (1) original of any and all vendor-required contracts (i.e. purchasing contract, lease/purchase contract, maintenance contract, license contract, etc.) in their proposal response. Vendors should ensure that ALL applicable contracts are included with their proposal response, and that ONLY applicable contracts are included. Failure to provide contracts as instructed or to cause an unnecessary and untimely delay in getting contracts reviewed and signed may result in the rejection of that Vendor's proposal.
- B. During the evaluation process (and prior to making an award recommendation), the Vendor(s) who appear successful in their proposal will have their contracts subjected to review by Jefferson County's District Attorney's Office.

5. PROJECT REQUIREMENTS

5.1 OBJECTIVE

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. In addition, the proposed work plan must contain provisions requiring review and approval by both the Jefferson County Executive and Jefferson County Commission.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 OFFEROR EXPERIENCE

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.3 OFFEROR PERSONNEL AND ORGANIZATION

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

6. PROPOSAL EVALUATION AND SELECTION PROCESS

6.1 INTRODUCTION

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 COST PROPOSAL

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 PROPOSAL EVALUATION AND SELECTION

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee shall consist of: Carolyn Guidry (County Clerk), Theresa Goodness (Deputy County Clerk), Patrick Swain (Auditor), Shane Howard (Tax Assessor/Collector), Jerome Delafosse (Human Resources Employee Relations).

6.4 EVALUATION CRITERIA

Security and Accessibility of Records	5%
Vendor Understanding, Experience and Capability	20%
Qualifications of Staff	10%
Samples of 3 reels of Finished Conversion	30%
Proposed Cost	20%
Transportation and Service Plan	10%
References	5%
TOTAL	100%

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all

Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall select a negotiation team who will proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

APPENDIX A. COST PROPOSAL

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP. Cost will be a factor in the County's selection process.

PROPOSAL PRICING SHEET

Microfilm Conversion to Digital Images

Item Number	Description	Estimated #	Est. # of Total Images/Pages	Pricing per Image/Page
**1	Deed Volumes A – Z (A,B,C,E,F,K,L,M,N,O,S,T,U,V,W,X,Y)	17 volumes Approx. 600 Images/Pages per volume	10,200	
**2	Deed Volumes 1 - 564	565 volumes Approx. 600 Images/Pages per volume	339,000	
**3	M & L Volumes 1 - 437	438 volumes Approx. 600 Images/Pages per volume	262,800	
4	M & L Volumes 1226 - 2117	892 volumes Approx. 600 Images/Pages per volume	446,000	
5	Deed Volumes A – Z (D,G,H,I,J,P,Q,R,Z) PHOTOSTAT	9 volumes Approx. 600 Images/Pages per volume	5,400	
6	Deed Volumes 565 – 1501 PHOTOSTAT	937 volumes Approx. 600 Images/Pages per volume	562,200	
7	M & L Volumes 438 – 1225 PHOTOSTAT	787 volumes Approx. 600 Images/Pages per volume	472,200	
TOTAL			2,097,800	

Indexing

Item Number	Description	Estimated #	Est. # of Total Images/Pages	Pricing per Image/Page
**1	M & L Volumes 1 – 2117	2117 volumes Approx. 600 Images/Pages per volume	423,400	
TOTAL			423,400	

SECONDARY/ALTERNATE AWARD

Would you, the Vendor, be willing to accept a Secondary/Alternate Award to provide materials/services in the absence of the Primary Vendor? Prices would be the same as those bid on the Proposal Pricing Sheet.

Yes

No

INDEXING OPTIONAL

Would you, the Vendor be willing to accept this award, if indexing is not awarded at this time, but may be included before the expiration of this agreement?

Yes

No

APPENDIX B. NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

APPENDIX C. VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

APPENDIX D. SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____ Bidder (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER

APPENDIX E. CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

APPENDIX F. GOOD FAITH EFFORT (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

APPENDIX H. HISTORICAL UNDERUTILIZED BUSINESS (HUB)

SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

APPENDIX I. RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Do you carry Health Insurance on your employees? Yes No

If yes, what is the percentage of employees insured? _____%

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APPENDIX J. BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

“I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon.”

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2011.

Notary Public in and for
the State of _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

APPENDIX K. AGREEMENT

Agreement to Supply: _____ **Contract No.:** _____

This agreement, made and entered into this the ____ day of _____, 2006, by and between Jefferson County, a county of the State of Texas, hereafter called the "County"

And Name of Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

A Corporation A Partnership An Individual Other: _____

authorized to do business in the State of Texas, hereinafter called the "Company." Witnesseth that: Whereas, the County did advertise and issue a Request for Proposal for supply the requirements of the County for the items and/or services above for a period of one year and the Contractor submitted a bid which was accepted and approved by the County.

Formal authorization of the contract was adopted by Commissioners' Court on: _____.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide emergency debris assistance, during the period beginning ____ and ending ____ for the requirements listed above and according to the following specifications, terms, covenants, and conditions:

a. The Legal Advertisement, Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and or any other attachments forming a part of RFP _____ and the Contractor's bid in response form a part of this contract and by reference made a part hereof.

b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract for RFP _____
- 2) The County's RFP and all addenda thereto
- 3) Contractor's proposal in response to the County's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the County shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The County may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon thirty (30) days' written notice. This applies to all items of goods or services.

e. Taxes: All taxes applicable to the proceeds received by the Contractor hereunder shall be the liability of the Contractor. The County shall not hold nor pay amounts for Federal, State or Municipal income tax, Social Security, employment or Worker's Compensation.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Jefferson County Auditor's Office, 1149 Pearl Street, 7th Floor, Beaumont, TX 77701. If discount, other than prompt payment terms applies, such discount must appear on the invoice.

g. Indemnification: Pursuant to the terms and conditions of this Agreement, the Contractor agrees to defend, save, hold harmless and indemnify the County, its successors and assigns from and against

any and all manner of claims, suits, lawsuits, action or actions, cause or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise against the County cause by the Contractor's, its employees' or agents' errors, omissions, or intentional or negligent acts in the performance of services pursuant to this Agreement.

h. Insurance: The Contractor shall within fifteen (15) days after signing this Agreement submit a Certification of Insurance to the Purchasing Agent indicating that the Contractor carries Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability Insurance, and Personal Property Insurance commensurate with the scope of services provided under this Agreement. Contractor shall maintain such policies at all times during the term of this Agreement. Certificate of Insurance shall be forwarded to:

Deborah L. Clark
Jefferson County Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

2. Contract Special Conditions: The following special conditions are made a part of and modify this standard provisions contained in this contract.

3. Contract Summary:

- a. Attachments: Vendor's proposal and blank copy of RFP specifications.
- b. Payment terms: per RFP.
- c. Delivery: per RFP.
- d. Insurance: Yes No

4. Contractor's Phone Number: _____

5. Contractor's Fax Number: _____

6. Contractor's e-mail: _____ web site address: _____

Jefferson County

Jeff R. Branick, County Judge

Date

Carolyn L. Guidry, County Clerk

Name of Company and Officer (print)

By: _____
Authorized Officer's Signature

Title: _____ Date: _____