



Vendor Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M.
PURCHASING AGENT

ROB COX, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

RFP NO. 2011-079

**REQUEST FOR PROPOSALS
FOR
DIGITAL CONVERSION OF
MICROFILM AND MICROFICHE IMAGES
FOR COUNTY CLERK**

**PROPOSALS DUE APRIL 11, 2011
2:00 P.M.**

RFP NO. 2011-079

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This Table of Contents is intended as an aid to vendors and not as a comprehensive listing of the proposal package. Vendors are responsible for reading the entire proposal package and complying with all specifications.

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PRE-PROPOSAL CONFERENCE

All respondents are encouraged to attend a Pre-Proposal Conference to be held:

DATE: TUESDAY, MARCH 29, 2011

TIME: 2:00 P.M.

LOCATION: TARRANT COUNTY 1895 COURTHOUSE
ROOM 138
100 W. WEATHERFORD STREET
FORT WORTH, TEXAS 76102

RSVP: Vendors planning to attend the pre-proposal conference should RSVP, in writing, via facsimile, no later than 5:00 p.m., Friday, March 25, 2011.

Send RSVPS to Dianna Lee, C.P.M., Senior Buyer, at (817) 884-2629.

Questions from applicants will be addressed at the pre-proposal conference. Any applicant who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such applicant who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

<p style="text-align: center;">RFP FOR DIGITAL CONVERSION OF MICROFILM AND MICROFICHE IMAGES FOR COUNTY CLERK</p>
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Tarrant County is soliciting proposals for **DIGITAL CONVERSION OF MICROFILM AND MICROFICHE IMAGES FOR COUNTY CLERK.**

THE ORIGINAL AND FOUR (4) COPIES
OF
COMPLETED PROPOSALS
MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76102
ON OR BEFORE APRIL 11, 2011 AT 2:00 P.M.

All proposals, including a "NO BID", are due in the Purchasing Department by the due date, in sealed envelopes or boxes. **All proposals must be clearly marked with the RFP Number, the name of the company submitting the proposal, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt.** Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and/or hour set for RFP opening will not be accepted. Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the Respondent. If proposals are sent by mail to the Purchasing Department, the respondent shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of RFPs. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by proposer/respondent guaranteeing authenticity. After the official opening, proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Request from interested proposers for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

**DIANNA LEE, C.P.M., SENIOR BUYER
FAX: (817) 884-2629**

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All documents associated with this RFP including but not limited to, the proposal document, questions, and their responses, addenda and special notices will be posted under the RFP number on the Tarrant County website and available for download by bidders/respondents and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent prior to bid award. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.

The deadline for receipt of all written questions shall be 12:00 (Noon), Fort Worth time, Wednesday, March 30, 2011.

Proposal Response Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of proposal.

This RFP is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Tarrant County will make every effort to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.

"The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the County receives a request for a copy of the RFP. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Tarrant County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act."

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Tarrant County from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

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Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals.
2. Proposals containing any irregularities.
3. Unbalanced value of any items.

Vendors may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Vendors.
2. Reasonable grounds for believing that any Vendor is interested in more than one Bid for the work contemplated.
3. The Vendor being interested in any litigation against the County.
4. The Vendor being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgement of the County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.

It is the Respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and their responses, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and the submission of all required forms, including but not limited to the RFP Signature Page, Reference Page, Certification of Eligibility, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire response.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the proposer. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

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The successful proposer/respondent may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

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BOND REQUIREMENTS

Bid Bond

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT!!!

Power of Attorney

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

Payment Bond and Performance Bond shall be as follows:

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Tarrant County.

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost for Bond premiums must be included in the Proposed Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

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SPECIAL TERMS AND CONDITIONS

1. **Contract Terms:** Successful vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the vendor, the contract may be renewed for an additional one (1) year period, as further explained in Renewal Options.
2. **Renewal Options:** Tarrant County reserves the right to exercise an option to renew the contract of the vendor for one (1) additional one (1) year period, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the County will rescind its option and seek a new proposal solicitation.

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SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

- A. The Respondent shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
1. Workers' Compensation/Employer's Liability
 - a. Workers' Compensation — statutory
 - b. Employer's liability — \$500,000
 2. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury — \$1,000,000 per occurrence
\$2,000,000 aggregate
 - b. Property Damage — \$500,000
 3. Automobile Liability:
 - a. Bodily injury — \$500,000 minimum combined single limit
 4. Contractual liability — same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Respondent.
- C. Required Provisions:
1. Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street.
 2. All certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 3. As to all applicable coverage, certificates shall name Tarrant County and the Tarrant County Juvenile Board and their officers, employees, and elected representatives as additional insureds.
 4. All copies of the certificates of insurance shall reference the project name and RFP number for which the insurance is being supplied.
 5. The Respondent agrees to waive subrogation against Tarrant County and the Tarrant County Juvenile Board, their officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

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**SPECIAL CONDITIONS
TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

Note: TWCC Rule 110.110 applies to Building and Construction projects for Governmental Entities and is included in this bid for Information Purposes Only.

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate ends during the duration of the project;

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**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7)., with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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SPECIAL CONDITIONS

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

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STATEMENT OF WORK

I. BACKGROUND:

- A. The Tarrant County Clerk's Office requires the digital conversion of approximately 1,500 rolls of one hundred (100) foot and two hundred (200) foot, sixteen millimeter (16mm) silver base film and 25,000 sheets of microfiche, approximately 4" x 6" in size and containing approximately sixty (60) images per sheet. There are approximately 5,200,000 images in total.
- B. The date range for these records will span from 1979 to 2003.
 - 1. The date range for Court Minutes (CM) include three (3) separate sets of Court at Law minutes with various date ranges spanning 1979 – 2003 and are on approximately 5,220 sheets of microfiche.
 - 2. Additional Court Minutes (CM) containing Probate Minutes with a date range spanning 1979 – 2003 on 132 rolls of microfilm and approximately 19,456 sheets of microfiche.
 - 3. The Court Records (CR) include a date range of 1984 – 1991 and are maintained on approximately 413 rolls of microfilm.
 - 4. The Vital Records (VR) include a date range of 1979 – 2003 and are maintained on approximately 1,032 rolls of microfilm. The VR include confidential records such as births, amendments to birth, delayed birth, deaths, marriage and informal marriage records.
- C. 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.
- D. Microfilm will be silver base, first generation or Diazo non-reversing, second generation film. Microfiche sheets will be in jackets or original microfiche. If Vinegar Syndrome or other degradation is present on microfilm, vendor will notify the Tarrant County Clerk's Office and request an alternate copy of the film.

II. VENDOR QUALIFICATIONS:

- A. Tarrant County is seeking a contractor that is experienced in the digital conversion of microfilm and microfiche images. 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.

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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.

III. CONTRACT REQUIREMENTS:

- A. The vendor should provide a turnkey service that includes conversion of microfilm and microfiche to a digital image(s).
- B. The vendor will provide all labor and equipment.
- C. The vendor will provide a full time project manager for the duration of the work.
- D. Tarrant County will provide a project manager to oversee and coordinate the work.
- E. The vendor and its employees will transport all Tarrant 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 vendor must have a secured, climate controlled storage location area within their facility where the film and fiche will be stored when not being processed.
- G. Prior to the first scheduled production delivery, a pilot test run will be delivered to Tarrant County Clerk's Office for acceptance and sign off on image quality.
- H. The vendor will provide an inventory of the images converted per roll or sheet noting any unreadable or unacceptable images.
- I. Vendor must provide statistical reports based on the status of the conversion projects progress down to the document level.
- J. 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 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. Vendor shall contact the Tarrant County Clerk's Office to consult in such an event.
- M. Each image shall be converted to a single page, portrait format, in a 'right-side up' position. Duplex film must be split into two (2) single images.

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- N. Vital Records documents containing more than one (1) document per image must be separated/split and formatted for 8½" x 11" prints.
- 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.
- P. Scanning/Cropping shall not remove or delete marginal notations and/or additional notations from any image.
- Q. 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 (PM for Probate Minutes, BR for Birth 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 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.
- S. Vendor will verify image quality at least three (3) times following conversion to ensure the highest of quality; detail that methodology.
- T. Vendor will provide 100% accuracy on naming images as specified by Tarrant County.
- U. 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 contact 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.
- V. After pick-up, all microfilm and microfiche 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. 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. Tarrant 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 Tarrant County's authorized representative.

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IV. 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.
- 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 of each roll of film upon completion.

V. TRANSPORTATION REQUIREMENTS:

- A. Vendor will be responsible for the pick-up and return of microfilm and microfiche from Tarrant County, County Clerk's Archives address. Prior to shipping, vendor will be required to come to Tarrant County's facility to inventory and prepare microfilm and microfiche for shipping. Vendor will be responsible for packing the films for transport.
- B. Vendor will be responsible for arranging transport of microfilm and microfiche to and from vendor's facility. Transportation costs must be included in vendor's proposed pricing. If a third party is used for transportation, Tarrant 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.

VI. SECURITY:

- A. All microfilm and microfiche containing document images must be returned to the Tarrant County Clerk's Office, 100 W. Weatherford, Fort Worth, Texas 76196. The contractor may not keep or make a copy of the microfilm or microfiche or the images contained on the microfilm or microfiche.
- 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.

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VII. 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. Specifically, in connection with such proposed contract County shall be providing Vendor with Birth Records, Death Records, and other records not available to the public for the purposes described in this RFP and returned to the County. These records are defined as "Information".
- 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.
 - 4. Use the Information only for the purpose set forth in paragraph VII. A above.
- C. Upon the request of Tarrant 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 Tarrant County, all Information contained in the data banks of any computer operated by Vendor shall be destroyed. Upon request by Tarrant 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.

**RFP FOR DIGITAL CONVERSION OF
MICROFILM AND MICROFICHE IMAGES FOR COUNTY CLERK**

VIII. PROPOSAL REQUIREMENTS:

- A. The proposal should address the following. Place information in the order listed.
1. Required RFP Forms:
 - a. Proposal Signature Form with signature.
 - b. Certification of Eligibility with signature.
 - c. Addendum Cover Page with signature (if applicable) – It is the respondent's sole responsibility to continue to review the Tarrant County website and retrieve all addendum and related documents that may be posted prior to the due date.
 - d. Deficiencies and Deviations Form.
 - e. Disadvantaged Business Enterprises Form with certifications. If you are not a DBE firm, mark form "N/A".
 - f. Insurance Certificates or statements indicating ability to meet the insurance requirements of this RFP.
 - g. References – List three (3) references. See page 26.
- B. Vendor's Experience and Capability:
1. Provide a brief description and history of the firm.
 2. Describe services provided by firm.
 3. Describe relevant services carried out in the last five (5) years which best illustrates firm's experience as it relates to this RFP.
 4. Respondents should provide the most recent financial statement (i.e. monthly, quarterly) and audited financial statements for the past three (3) years, each to include corresponding balance sheet, income statement and statement of cash flow.
- C. Qualifications of Staff:
1. Include brief one to two (1 to 2) page résumés of the vendor staff assigned to this project along with their assignment. Since Vendor staff experience and knowledge are a vital component of project success, Tarrant County expects and requires the résumés submitted are for staff actually assigned to this project.
 2. Identify staff experience working with governmental entities and similar projects.

**RFP FOR DIGITAL CONVERSION OF
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D. Project Approach / Management:

1. 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.
2. 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.
3. Vendor should provide details on how retakes are applied to their proper image location.
4. The equipment to be utilized should be identified in the proposal submission.
5. Provide a detailed timeline and milestone schedule for delivery of services.
6. Provide a detailed description of how the vendor proposes to successfully manage this project and meet the goals and objections of this RFP.
7. 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.
8. Describe security standards for protecting the privacy and confidentiality of data.

E. Proposed Cost:

1. Include the completed Proposal Pricing Sheet on page 30.
2. 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.
3. Include a detailed budget further explaining how the cost per page was determined.

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F. Contract Requirements:

1. 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.
2. 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 Tarrant County's District Attorney's Office.
3. Following this review, the Vendor must incorporate any necessary changes or addenda into the contracts and quickly provide four (4) signed originals to Tarrant County for the County Judge to sign in the Commissioners Court when a contract award is made. Once award has been made, and the County Judge has signed the contracts, one (1) complete set will be returned to the Vendor by Tarrant County. Failure of the Vendor to provide ALL applicable contracts in a timely and orderly manner may jeopardize award recommendation.

IX. EVALUATION CRITERIA:

Vendor Experience and Capability	15%
Qualifications of Staff	10%
Project Approach / Management	30%
Proposed Cost	35%
References	<u>10%</u>
TOTAL:	100%



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also know as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$25,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

**RFP FOR DIGITAL CONVERSION OF
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FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with proposal.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

THE ORIGINAL AND FOUR (4) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

**RFP FOR DIGITAL CONVERSION OF
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VENDOR REFERENCES

Please list three (3) references, **other than Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
EMAIL: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
EMAIL: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
EMAIL: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

THE ORIGINAL AND FOUR (4) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

RFP FOR DIGITAL CONVERSION OF MICROFILM AND MICROFICHE IMAGES FOR COUNTY CLERK

PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and a storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the proposer/respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Proposer/Respondent, nor any employee of Tarrant County, and that the contents of this proposal have not been communicated to any other proposer/respondent or to any employee of Tarrant County prior to the official opening of this RFP.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. **Failure to sign and return this form will result in the rejection of the entire proposal.**

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

E-Mail Address: _____

AUTHORIZED REPRESENTATIVE:

Signature [X] _____

Date _____

Name _____

Title _____

FAX No. _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND FOUR (4) COPIES RETURNED WITH PROPOSAL!

**RFP FOR DIGITAL CONVERSION OF
MICROFILM AND MICROFICHE IMAGES FOR COUNTY CLERK**

CERTIFICATION OF ELIGIBILITY

(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Authorized Signature

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND FOUR (4) COPIES RETURNED WITH PROPOSAL!

**RFP FOR DIGITAL CONVERSION OF
MICROFILM AND MICROFICHE IMAGES FOR COUNTY CLERK**

PROPOSAL PRICING SHEET

Name of Firm: _____

DESCRIPTION	ESTIMATED NUMBER IMAGES	COST PER IMAGE	TOTAL EXTENSION
CONVERSION OF MICROFILM / MICROFICHE IMAGE TO DIGITAL	5,200,000	\$ _____	\$ _____

THE ORIGINAL AND FOUR (4) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!