



Collin County Purchasing

2018-331

Storage and Microfilm Creation

Issue Date: 9/11/2018

Questions Deadline: 9/28/2018 05:00 PM (CT)

Response Deadline: 10/11/2018 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Courtney Wilkerson Senior Buyer

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4113 x

Fax: (972) 548-4694 x

Email: cwilkerson@co.collin.tx.us

Event Information

Number: 2018-331
Title: Storage and Microfilm Creation
Type: Request for Proposal - Other
Issue Date: 9/11/2018
Question Deadline: 9/28/2018 05:00 PM (CT)
Response Deadline: 10/11/2018 02:00 PM (CT)
Notes: The intent of this Contract is to provide microfilming services including storage, all labor, materials, and equipment for processing and duplicating film for the County Clerk's Land, Records, & Vitals.

Collin County intends to make an award to one (1) contractor to provide all services outlined in this RFP.

Ship To Information

Contact: Stacey Kemp
Address: 2300 Bloomdale Rd.
Ste. 2106
County Clerk
Admin. Building
Ste. 2106
McKinney, TX 75071

Billing Information

Contact: Accounts Payable
Address: 2300 Bloomdale Rd
Ste. 3100
Auditor
Jack Hatchell Admin. Bldg
Ste. 3100
McKinney, TX 75071
Phone: 1 (972) 548-4733 x
Email: accountspayable@co.collin.tx.us

Bid Activities

Deadline to Submit Questions	9/28/2018 5:00:00 PM (CT)
Deadline to Submit Questions is Friday, September 28, 2018 at 5:00pm CT.	
Intent to Submit Bid	10/5/2018 5:00:00 PM (CT)
Do you intend to submit a bid?	

Bid Attachments

LEGAL_NOTICE-STORAGE_AND_MICROFILM_CREATION.doc	Download
Legal Notice	
General_Instructions_Proposals.docx	View Online
General_Instructions_Proposals	
Terms_of_Contract_Proposals.docx	View Online
Terms_of_Contract_Proposals	
Insurance updated 1-26-2015.doc	View Online
Minimum Insurance Requirements	
Storage_and_Microfilm_Creation_Specifications-Revised_8-28-18.rtf	View Online
Specifications	

Information_Regarding_Conflict_of_Interest_Questionnaire.docx

[View Online](#)

Information Regarding Conflict of Interest Questionnaire

CIQ_113015.pdf

[View Online](#)

Conflict of Interest Questionnaire

HB89 Verification.docx

[Download](#)

HB89/Chapter 2270 Verification

Bid_Invitation_[New_Format_-_BETA].pdf

[View Online](#)

Bid Document (Complete if Submitting Manual Bid)

W9_2014.pdf

[View Online](#)

W-9

Requested Attachments

Response to Section 6.0

(Attachment required)

W9

(Attachment required)

HB89

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.

Please state delivery in calendar days from date of order.

(Required: Maximum 1000 characters allowed)

2 Exceptions

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

3 Insurance

I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

Please initial.

(Required: Maximum 1000 characters allowed)

4 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract.

If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

5 Reference No. 1

List a company or governmental agency where these same/like products /services, as stated herein, have been provided.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

6 Reference No. 2

List a company or governmental agency where these same/like products /services, as stated herein, have been provided.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

7 Reference No. 3

List a company or governmental agency where these same/like products /services, as stated herein, have been provided.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

8 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

9 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
0 **Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

Please initial.

(Required: Maximum 1000 characters allowed)

1
1 **Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

(Required: Maximum 1000 characters allowed)

1
2 **Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

(Required: Maximum 1000 characters allowed)

1
3

Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

(Required: Maximum 1000 characters allowed)

1
4

Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

(Required: Maximum 1000 characters allowed)

1
5

Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
- Other

(Required: Check only one)

1 State cost per image for microfilm (approximately 90,000 per month, 1,080,000 annually)
(Response required)
 Quantity: 1080000 UOM: each Unit price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach seperate sheet)

2 State cost for silver original per roll (approximately 23 per month, 276 annually)
(Response required)
 Quantity: 276 UOM: each Unit price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach seperate sheet)

3 State cost for diazo 2 mil duplicate per roll (includes M cartridge) (Approximately 23 per month, 276 annually)
(Response required)
 Quantity: 276 UOM: each Unit price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach seperate sheet)

4 State cost for storage, per roll per month (approximately 12,464 per month, 149,568 annually)
(Response required)
 Quantity: 149568 UOM: each Unit price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach seperate sheet)

5 State cost for CD's to be provided on a monthly basis for Land & Vitals.
(Response required)
 Quantity: 1 UOM: month Unit price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach seperate sheet)

6 State any other costs associated with project.
 Include itemized breakdown of costs in proposal.
(Response required)
 Quantity: 1 UOM: lump sum Unit price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach seperate sheet)

7 State shipping cost from current location (See Section 6.5.1.7 for location address) to your facility.
(Response required)

Quantity: 1 UOM: lump sum Unit price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 Optional-State cost for retrievals
(Response required)

Quantity: 1 UOM: each Unit price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

9 Optional-State cost per image to convert from microfilm to digital
(Response required)

Quantity: 1 UOM: each Unit price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible

transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror 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 proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 1 – Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements to include proposal response to Section 6.5, Pricing/Fees and Section 5.18, Response to General Requirements.

Level 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 Points based on evaluated criteria. Criteria evaluated in Level 2 include:

Points	Description
15	Qualifications of the Firm/Experience/References/Past Performance on Similar Assignments (Proposal Format Item 6.2; 6.3; 6.4; 6.6)
10	Financial Statements/Proposal Formatting (Proposal Format Item 6.0; 6.8)
40	Response and Compliance with General Requirements (Proposal Format Item 6.7)
35	Cost (Proposal Format Item 6.5)

It is anticipated that the Evaluation Committee will elevate proposals scoring at least 70 points (70%) to Level 3.

Level 3 – Site Visits (*Optional*) (Maximum 30 Points)

The following criteria are optional, at the County's discretion, and will be used to evaluate those Offerors elevated for on-site product demonstrations and implementation interviews.

Points	Evaluation Criteria
30	Site Visits (<i>Optional</i>)

Site Visits

During the site visits, the County will assess the “look and feel” of the proposed solution to reflect County business processes. Several of the other evaluation criteria will be clarified and refined, including the ability to meet business requirements and cost.

Proposals may be re-evaluated based upon Criteria in level 2.

Level 4 –Best and Final Offer

Offerors who are susceptible of receiving award may be elevated to Level 4 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners’ Court of Collin County, Texas sealed proposals will be received for **Storage and Microfilm Creation**.
- 5.2 Intent of Request for Proposal: Collin County’s intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for microfilming services including storage, all labor, materials, and equipment for processing and duplicating film for the County Clerk’s Land, Records, & Vitals.
- 5.3 Term: Provide for a term contract commencing on the date of the award through September 30, 2019 with the option of three (3) annual renewals.
 - 5.3.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 5.4 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email cwilkerson@co.collin.tx.us, Courtney Wilkerson, Senior Buyer.
- 5.5 Funding: Funds for payment have been provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a

budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

- 5.6 Price Reduction: If during the life of the contract, the contractor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.
- 5.7 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of the contract. For purpose of this contract the anniversary date will be October 1st of each year. All requests for price re-determination shall be in written form, shall be submitted a minimum of sixty (60) days prior to anniversary date and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.
- 5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal.
- 5.9 Freight/Delivery Charges: Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.11 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is \$85,000.
- 5.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.13 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.
- 5.14 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If an contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No bidder whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful bidder's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

5.15 Confidential or Proprietary Information: Collin County is subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

5.16 **PROPOSAL SCHEDULE**

Collin County reserves the right to change the schedule of events as it deems necessary.

RFP Released	September 11, 2018
Deadline for submission of questions	Friday, September 28, 2018 at 5:00pm CT
Proposals Due:	Thursday, October 11, 2018 at 2:00pm CT
Site Visits (Optional):	Approx. Dates Monday, November 12, 2018- Friday, November 16, 2018
Award of RFP:	January 2019

5.17 **INTENT**

The intent of this Contract is to provide microfilming services including storage, all labor, materials, and equipment for processing and duplicating film for the County Clerk’s Land, Records, & Vitals.

Collin County intends to make an award to one (1) contractor to provide all services outlined in this RFP.

5.18 **GENERAL REQUIREMENTS**

County shall provide digital images, processing and/or duplication. For filming of digital images an Archive Writer capable of writing TIFF and/or PDF images shall be used. The contractor shall have two processors and two Archive Writers in the event that one should fail.

5.18.1 **CONTRACTOR RESPONSIBILITIES** shall include, but are not necessarily limited to:

- 5.18.1.1 Contractor shall provide silver halide microfilm originals. Film shall be conventional silver halide typed manufactured for use as microfilm with a safety base of polyester (ANSI/NAPM IT9.1-1996). Contractor shall be able to provide both Diazo and Silver duplicates upon request.
- 5.18.1.2 It is estimated that the volume of pages that the contractor will convert to archival microfilm is on average 90,000 pages per month.
- 5.18.1.3 The Contractor’s services shall adhere to the Texas State Library and Archives Commission standards.
- 5.18.1.4 Provide creation of CD monthly for Land and Vitals.
- 5.18.1.5 Provide creation of film monthly for Land and every three months for Vital.
- 5.18.1.6 Inventory
- 5.18.1.7 Preview
- 5.18.1.8 Surface Cleaning
- 5.18.1.9 Film Quality Assurance
- 5.18.1.10 Film/Box Supplies
- 5.18.1.11 Chemicals

- 5.18.1.12 Kodak-Certified Specialists' Labor
- 5.18.1.13 Boxing
- 5.18.1.14 Labeling
- 5.18.1.15 Final Quality Assurance
- 5.18.1.16 Report Generation
- 5.18.1.17 Vault Storage during Production Period
- 5.18.1.18 Receiving/Shipping Order Generation
- 5.18.1.19 Project Manager Time
- 5.18.1.20 Ground Shipping to McKinney, TX
- 5.18.1.21 Image Quality Assurance (on all images that go to Contractor electronically)

5.18.2 **PROCESSING AND DUPLICATING PROCEDURES**

5.18.2.1 **16mm x 215ft Processing**

Contractor shall process and inspect 16 mm x 215 feet rolls of microfilm per specifications. Cut and sonic splice refilms/error and verify sequence of images. Provide a silver halide roll of microfilm. Produce laser printed title strips and affix to microfilm jackets. Provide quality control to validate sequence and contents of jackets.

- 5.18.2.1.1 Download digital images monthly for processing from Collin County FTP site
- 5.18.2.1.2 Images shall come on single-page TIFF format
- 5.18.2.1.3 Perform 100% check that all images are complete and of acceptable image quality
- 5.18.2.1.4 Images shall be processed on Kodak 16mm x 215 feet microfilm with approximately 3,300 images per roll
- 5.18.2.1.5 Receive developed film for processing at Production Facility
- 5.18.2.1.6 Convert archival acetate film to silver polyester film
- 5.18.2.1.7 All rolls shall be checked for all images, density, labeling and other discrepancies
- 5.18.2.1.8 Recording and Miscellaneous Rolls shall be labeled by Date, Beginning and Ending Recording Numbers, and Roll Number.
- 5.18.2.1.9 Affidavits of Real Property Value Rolls shall be labeled by Document Name, Date, Beginning and Ending Recording Numbers, and Roll Number.

5.18.2.2 **16mm 2 mil Diazo Duplication**

- 5.18.2.2.1 Receive original 16mm microfilm for duplication at Production Facility
- 5.18.2.2.2 Film shall be duplicated on Kodak 16mm 2 mil diazo microfilm
- 5.18.2.2.3 All rolls shall be checked for all images, density, labeling and other discrepancies
- 5.18.2.2.4 All rolls shall be duplicated with a density as close to ANSI standards as possible without compromising the quality of the images on the duplicate
- 5.18.2.2.5 Recording and Miscellaneous Rolls shall be labeled by Date, Beginning and Ending Recording Numbers, and Roll Number

- 5.18.2.2.6 Affidavit of Real Property Value Rolls shall be labeled by Document Name, Date, Beginning and Ending Recording Numbers and Roll Number
- 5.18.2.2.7 Film shall be placed in tan M cartridge

5.18.2.3 16mm x 215ft Silver Duplication

- 5.18.2.3.1 Receive original 16mm microfilm for duplication at Production Facility
- 5.18.2.3.2 Film shall be duplicated on Kodak 16mm x 215ft silver microfilm
- 5.18.2.3.3 All rolls shall be checked for all images, density, labeling and other discrepancies
- 5.18.2.3.4 All rolls shall be duplicated with a density as close to ANSI standards as possible without compromising the quality of the images on the duplicate
- 5.18.2.3.5 Recording and Miscellaneous Rolls shall be labeled by Date, Beginning and Ending Recording Numbers, and Roll Number
- 5.18.2.3.6 Affidavit of Real Property Value Rolls shall be labeled by Document Name, Date, Beginning and Ending Recording Numbers and Roll Number

5.18.3 FILM CARTRIDGE STORAGE

Film cartridges not in production shall be stored in a secure vault when not in production. Contractor's facility shall have proper security measures in-place to track ingoing and outgoing traffic.

- 5.18.3.1 Boxes shall be stored in Contractor's warehouse
 - 5.18.3.1.1 Warehouse shall be meet the following requirements:
 - 5.18.3.1.1.1 Temperature and humidity controlled
 - 5.18.3.1.1.2 Disaster safe
 - 5.18.3.1.1.3 Fire proof vault
 - 5.18.3.1.1.4 Describe how the vault is fire proof
- 5.18.3.2 A minimum storage period of 12 months applies
- 5.18.3.3 Contractor shall provide 16" x 12" x 10" boxes on a per-box basis
- 5.18.3.4 As of November 2017, Collin County currently has approximately 12,464 rolls of microfilm stored offsite. This number will increase as new images are converted to microfilm.
- 5.18.3.5 Other miscellaneous storage, boxing and inventory database tracking shall be billed per hour given that there are various sized rolls and frames per roll

5.18.4 REWORK

In the event above specifications are not met by the Contractor, the County Clerk's Office shall request the work to be redone and resubmitted for approval. Contractor shall absorb all costs incurred as a result of non-compliance.

5.18.5 DELIVERY

- 5.18.5.1 Contractor shall include in their pricing delivery of film.
- 5.18.5.2 Contractor shall provide a detailed packing slip with each delivery to the County Clerk.
- 5.18.5.3 Film shall be returned in plastic film box containers, meeting nationally accepted standards for microfilm presentation.
- 5.18.5.4 Film box labels are to be created according to specifications. Specification shall be provided to the Contractor, and may change periodically.
- 5.18.5.5 Collin County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential shall be charged against the Contractor.

5.18.6 INSPECTION

- 5.18.6.1 The County may inspect contractor facilities prior to award and during the life of the contract in order to verify set standards and minimize potential risk.

5.19 OPTIONAL SERVICES

5.19.1 RETRIEVALS

- 5.19.1.1 All retrieval requests shall be billed on a per-hour basis
- 5.19.1.2 A minimum of one (1) half hour shall be charged toward each retrieval
- 5.19.1.3 The On Demand service shall be available during office hours of the customer or between the hours of 8:00am to 5:00pm CST (as applicable) Monday to Friday (excluding public holidays)
- 5.19.1.4 Emergency retrieval services shall be available by telephone 24 hours per day and seven (7) days per week

5.19.2 DIGITAL IMAGES

- 5.19.2.1 Convert existing microfilm to digital images.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in Section 5.18 and Sections 6.2-6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

6.2 FIRM OVERVIEW

Offeror is requested to define the overall structure of the Firm to include the following:

6.2.1 A descriptive background of your company’s history.

6.2.2 State your principal business location and any other service locations.

6.2.3 State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.

6.2.4 What is your primary line of business?

6.2.5 How long have you been selling product(s) and/or providing service(s)?

6.2.6 Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.

- 6.2.7 Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 6.2.8 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

6.3 PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/EXPERIENCE/CREDENTIALS

- 6.3.1 Offeror is requested to provide qualifications as well as experience information on Offeror's key personnel.

6.4 REFERENCES

- 6.4.1 Offeror is requested to include at least five (5) references with names, addresses, telephone numbers and e-mail addresses. Preferred references would be those where similar applications have been put in place.

6.5 PRICING/FEES

- 6.5.1 Provide an explanation of the total cost of the service(s) showing a breakdown by item.
 - 6.5.1.1 State cost per image for microfilm (approximately 90,000 per month)
 - 6.5.1.2 State cost for silver original per roll (approximately 23 per month)
 - 6.5.1.3 State cost for diazo 2 mil duplicate per roll (includes M cartridge) (Approximately 23 per month)
 - 6.5.1.4 State cost for storage, per roll per month (approximately 12,464 per month)
 - 6.5.1.5 State cost for CD's to be provided on a monthly basis for Land & Vitals.
 - 6.5.1.6 State any other costs associated with project.
 - 6.5.1.7 State shipping cost from current location (the film is currently stored at 1710 Whittemore Street, Rock Island, IL 61201) to your facility.
 - 6.5.1.8 Optional-State cost for retrievals
 - 6.5.1.9 Optional-State cost per image to convert from microfilm to digital

6.6 OTHER PROJECTS INVOLVED WITH

- 6.6.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

6.7 GENERAL BUSINESS REQUIREMENTS

- 6.7.1 Offeror shall provide a response for each of the requirements in Section 5.18 in order and include item numbers in response.
- 6.7.2 Offeror shall follow format outlined in Section 6.0 when submitting responses.

6.8 FINANCIAL STATEMENTS

- 6.8.1 Offeror is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements; please include a copy with your proposal.

7.0 EXCEPTIONS

Instructions for completing section:

The exception table should be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested

RFP NO. 2018-331, STORAGE AND MICROFILM CREATION

in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Stacey Kemp, County Clerk
Tonya Kellogg, Chief Deputy Clerk
Beth Vincent, Senior Administrator

Purchasing:

Michalyn Rains, CPPB, CPPO – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
Courtney Wilkerson, Senior Buyer

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
John Thomas – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.