



# Collin County Purchasing

**2022-056**

## **Digital Imaging Services**

Issue Date: 1/25/2022

Questions Deadline: 2/24/2022 05:00 PM (CT)

Response Deadline: 3/3/2022 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: Hunter Alley Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: [halley@co.collin.tx.us](mailto:halley@co.collin.tx.us)

## Event Information

Number: 2022-056  
Title: Digital Imaging Services  
Type: Request for Proposal - HT/INS  
Issue Date: 1/25/2022  
Question Deadline: 2/24/2022 05:00 PM (CT)  
Response Deadline: 3/3/2022 02:00 PM (CT)  
Notes:

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal which will include services to convert paper documents to digital images for electronic storage.

## Ship To Information

Address: See Purchase Order  
McKinney, TX 75071

## Billing Information

Address: Auditor  
Admin. Building  
Ste. 3100  
2300 Bloomdale Rd.  
Ste. 3100  
McKinney, TX 75071

## Bid Activities

### Pre-Proposal Conference

2/17/2022 9:30:00 AM (CT)

Pre-Proposal Conference: An optional pre-proposal conference will be conducted by Collin County on **Thursday February 17, 2022, 9:30 AM** at 825 N. McDonald, Suite 100, McKinney, TX 75069 in the Records Department. This is to provide an opportunity for all interested Vendors to ask questions. All prospective offeror's are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP.

## Bid Attachments

### 2022-056 LEGAL NOTICE.doc

Legal Notice

[Download](#)

### General\_Instructions\_Proposals 09.03.21.docx

General Instructions - Proposal - updated 09.03.21

[View Online](#)

### Terms\_of\_Contract\_Proposals\_-\_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

### Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

### RFP-Digital Imaging Specifications Updated Draft.doc

Special Conditions & Specifications

[View Online](#)

### Attachment A-sample scope of work PDF.pdf

Attachment A: Sample Scope of Work

[View Online](#)

### ATTACHMENT B pdf.pdf

Attachment B

[View Online](#)

**Attachment C 1 of 2 Example Verification of Receipt of Boxes pdf.pdf**

[View Online](#)

Attachment C: Example Verification of Receipt of Boxes (pg. 1 of 2)

**Attachment C 2 of 2 Example Chain of Custody pdf.pdf**

[View Online](#)

Attachment C: Example Chain of Custody (pg. 2 of 2)

**Attachment D Example.pdf**

[View Online](#)

Attachment D: Example Non Scan / Holdout Items

**ATTACHMENT E pdf.pdf**

[View Online](#)

Attachment E: Example of Information Needed

**2022-056 Information\_Regarding\_Conflict\_of\_Interest\_Questionnaire.docx**

[View Online](#)

Information Regarding Conflict of Interest Questionnaire

**CIQ\_113015.pdf**

[View Online](#)

Conflict of Interest Questionnaire

**W-9 rev 2018.pdf**

[View Online](#)

W-9 Form

**Requested Attachments**

**Conflict of Interest Questionnaire (CIQ)**

*(Attachment required)*

**W9**

**Proposal/Response to Section 6.0**

*(Attachment required)*

**Bid Attributes**

<b>1</b>	<p><b>eBid Notice</b></p> <p>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 means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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<b>2</b>	<p><b>Contact Information</b></p> <p>List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
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**3 Solicitation Submittals**

Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**4 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)*

**5 Exceptions**

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

Yes  No

*(Required: Check only one)*

**6 Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. 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)*

**7 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)*

**8 Reference No. 1**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**9 Reference No. 2**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**10 Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**1**  
**1** **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)*

**1**  
**2** **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.

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*(Required: Maximum 4000 characters allowed)*

**1**  
**3** **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.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **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.

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*(Required: Maximum 1000 characters allowed)*

**15 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)*

**16 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)*

**17 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)*

**18 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**  
**9** **Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**2**  
**0** **Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**2**  
**1** **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**2**  
**2** **Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**Bid Lines**

**1** **Package Header**

**District Attorney Project:** provide not to exceed cost based upon details including a breakdown by item to render project complete and operational. (refer to § 5.18.1)



Quantity:   1   UOM:  job  Total: \$  

Item Notes: Estimated qty is 4,600,000 pages or 2300 boxes.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

### Package Items

#### 1.1 Cost per page for scanning at 300 dpi b/w (Response required)

Quantity:   1   UOM:  page  Price: \$   Total: \$  

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

#### 1.2 Cost per hour for document preparation (Response required)

Quantity:   1   UOM:  hour  Price: \$   Total: \$  

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

#### 1.3 Cost per page for scanning in greyscale (Response required)

Quantity:   1   UOM:  page  Price: \$   Total: \$  

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

#### 1.4 Cost per page for scanning at 300 dpi color (Response required)

Quantity:   1   UOM:  page  Price: \$   Total: \$  

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

#### 1.5 Cost per page for scanning at 600 dpi color (Response required)

Quantity:   1   UOM:  page  Price: \$   Total: \$  

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.6 Cost per page for scanning pages larger than 8.5" x 14"**  
(Response required)

Quantity:   1   UOM:  page  Price:  Total:   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.7 Cost per page for document index field**  
(Response required)

Quantity:   1   UOM:  page  Price:  Total:   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.8 State price for Laserfiche Brief Case preferred option of delivery**  
(Response required)

Quantity:   1   UOM:  each  Price:  Total:   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.9 State price for Harddrive/CD/DVDs**  
(Response required)

Quantity:   1   UOM:  each  Price:  Total:   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.10 State price for FTP delivery of images and indexing**  
(Response required)

Quantity:   1   UOM:  each  Price:  Total:   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.11 Cost per page for contractor validation**  
(Response required)

Quantity:   1   UOM:  page  Price:  Total:   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1.12 Additional fees of converting media (example: CD) to electronic records**  
(Response required)

Quantity:   1   UOM:   job   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**2 Package Header**

**Projects referenced in § 5.18 (Purchasing, Juvenile Probation, Sherriff's Office, Public Works, and others).** Provide not to exceed cost based upon details including a breakdown by item to render project complete and operational.

Quantity:   1   UOM:   job   Total: \$

Item Notes: Estimated qty is 864,000 pages or 432 boxes.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**Package Items**

**2.1 Cost per page for scanning at 300 dpi b/w.**  
(Response required)

Quantity:   1   UOM:   page   Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**2.2 Cost per hour for document preparation.**  
(Response required)

Quantity:   1   UOM:   hour   Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**2.3 Cost per page for scanning in greyscale.**  
(Response required)

Quantity:   1   UOM:   page   Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**2.4 Cost per page for scanning pages larger than 8.5" x 14".**  
(Response required)

Quantity:   1   UOM:   page   Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**2.5 Cost per page for document index field.**

*(Response required)*

Quantity:   1   UOM:  page  Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2.6 State price for Laserfiche Brief Case preferred option of delivery.**

*(Response required)*

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

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2.7 State price for Harddrive/CD/DVDs.**

*(Response required)*

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

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2.8 State price for FTP delivery of images and indexing.**

*(Response required)*

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

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2.9 Cost per page for contractor validation.**

*(Response required)*

Quantity:   1   UOM:  page  Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**Supplier Information**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Supplier Notes**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 addenda which could ultimately render your Submittal 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 (91<sup>st</sup>) 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 RFPs and CSPs 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. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs 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 RFPs and CSPs submitted in hard copy paper form. RFPs, and CSPs 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 RFP or CSP 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 the date specified in the solicitation. 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 its 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 Offerors during the solicitation 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 Offeror 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. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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 Offeror 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 56<sup>th</sup> 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 56<sup>th</sup> 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 Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the 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 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.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**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 offeror, 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 Vendors according to specific criteria and will elevate a certain number of Vendors 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 Vendor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining Vendors or to elevate a Vendor that was not elevated before. The selection levels are described in the following sections.

### **Level 1 - Conformance with Mandatory Requirements**

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

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. Those Vendors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

### **Level 2 – Detailed Proposal Assessment (Maximum 75 Points)**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
25	Fit to General Requirements (refer to § 6.4)
25	Firm Overview, Staff Qualifications / Experience / Credentials / & Additional Information, References (refer to § 6.2; 6.3; 6.5)
25	Quality Assurance Plan (refer to § 6.6)

It is anticipated that Collin County will elevate proposals scoring at least 52 points (70%) to Level 3.



### Level 3 – Cost (Maximum 25 Points)

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 100 points total.

Points	Evaluation Criteria
18	D.A. Project (refer to § 6.7.1)
7	Projects referenced in §5.18 (refer to § 6.7.2)

### Level 4 –Best and Final Offer

Offerors who are susceptible of receiving award will 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 and 3.

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 Vendors 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 **Digital Imaging Services**.
- 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 which will include services to convert paper documents to digital Images for electronic storage.
- 5.3 Term: Provide for a 12-month term contract commencing on the date of the award with the option of three (3) annual renewals.
- 5.4 Pre-Proposal Conference: An optional pre-proposal conference will be conducted by Collin County on **Thursday February 17, 2022, 9:30 AM** at 825 N. McDonald, Suite 100, McKinney, TX 75069 in the Records Department. This is to provide an opportunity for all interested Vendors to ask questions. All prospective offeror’s are requested to have a representative present. It is the offeror’s responsibility to review documents to gain a full understanding of the requirements of the RFP.
- 5.5 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 **Hunter Alley** at [halley@co.collin.tx.us](mailto:halley@co.collin.tx.us)
- 5.6 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. 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.

5.7 Price Reduction: If during the life of the contract, the Vendor'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.

5.7.1 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of the contract. 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/Completion/Response Time: Vendor shall place product(s) and/or complete services at the County's designated location in accordance with each project, agreed to by each party within the scope of work. Any cost for shipping/transportation shall be included in the price per Page. Refer to § 6.7 for pricing/fees.

5.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

5.11 Background Check: All Vendor 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.

5.12 **PROPOSAL SCHEDULE**

RFP released:	01/25/22 at 9:00 AM (CST)
Pre-proposal conference:	02/17/22 at 9:30 AM (CST)
Deadline for submission of Vendor questions:	02/24/22 at 5:00 PM (CST)
Proposal due:	03/03/22 at 2:00 PM (CST)
Award of contract (estimate):	April 2022
Effective date of contract:	Upon Award

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

### 5.13 PROJECT OVERVIEW

The goal of this multi-year project is to convert the paper documents to digital storage in accordance with Texas Local Government Code, Chapters 201-205 and the Texas Administrative Code, chapter 7, §§ 7.71-7.9. Collin County's goal is to create a digital electronic warehouse for county records that will provide both long term preservation and greater public access to the current and historical records of the County.

Records to be considered as part of this effort include but are not limited to:

- Records with permanent retention periods as per Texas State Library & Archives local government retention schedules.
- Records with long term retention – at least 10 years.
- Records with high volume usage and/or records where the ability to share documents among departments is critical.
- Records with retention periods of 5+ years that the volume of the documents is best managed in an electronic format.
- Records with a high visibility for public access.

Collin County IT/Records department will be converting approximately six (6) million Pages of paper records over the life of the contract. Most records are contained within 1.2 cu. ft. standard records center boxes. These Images are to be imported into our enterprise electronic document/content management system (Laserfiche). These boxes include documents from various departments but the majority of the contract will be focused on the District Attorney project. Approximately 90% of these Pages are single sided, letter size documents. Paper size varies from small receipts or post it notes to drawings up to 17" x 23". Since the actual number of Pages/Images varies within each box, Records is using an average of 2000 Pages/Images per box to arrive at the above total.

### 5.14 DEFINITIONS

- **Records Series** - the folder structure that identifies the type of record to which retention is applied.
- **Image/Page** - an individual Page when scanned becomes a single Image.
- **Document** - a file or group of Pages that form a single set of similar Pages within a record. For example motions within a case file; Inspections within a permit file. All records do not have separate documents within them (for example Accounts Payable check copies/backup contains multiple Pages that make up the single record for that check number).
- **Record** - Complete group of Pages and/or documents that make up the unique file that is processed and indexed as a single entity.
- **Metadata/Indexing** - data about the record that becomes the source for identifying the record and its contents. This is to be furnished to Collin County in a format easily imported into our SQL database.
- **Validation**- process of testing and checking the accuracy of the work performed. Several Validation steps are included in this process. Such as proof of concept test/sample, Vendor to perform complete quality control Image and indexing review, and Collin County review.
- **Proof of Concept Test** - After the Scope of Work document is approved, a small sample (normally less than one box equivalent) of the records series will be processed by the Vendor and returned to Collin County records for Validation and user testing by

the department. Changes, issues to the Scope of Work document will be made at this time on an as needed basis.

- **Scope of Work Document** - detailed document to be prepared describing the project description, number of boxes, estimated number of Pages, scanning requirements, indexing requirements, specialized document preparation requirements, after-scanning document handling requirements, data output, and Records department staff contacts for each departmental records series to be included in this project. This scope of work shall be approved by the department's elected official/department head, Collin County records manager, and Vendor prior to starting the specific phase of the project.
- **RMS (Records Management System)** - internal name given to Collin County's enterprise electronic document management system
- **Non Scan Items** – represents any item contained in the boxes that cannot be or designated not to be scanned in scope of work (examples could be VHS tapes, CD, lighter, plastic bag etc.)

## 5.15 GENERAL REQUIREMENTS

**Vendor shall provide a response for each item below in order and include item numbers in response.**

- 5.15.1 Delivery of the Images and indexing shall be by hard drive, CD/DVD, FTP or other electronic delivery method. Laserfiche Briefcase is preferred.
- 5.15.2 Vendor validated output (both Images and metadata) will be submitted to Collin County records on a mutually agreed date based upon the assigned project. The paper documents will be returned to Collin County within three (3) business days of the electronic data. Refer to Attachment E for example of summary log information.
- 5.15.3 A list of all non-scan items removed from the various boxes for the project shall be created and provided along with the separated items which need to be pulled and put into new boxes to be returned to Collin County. A copy of the list of these items shall be included in each newly created box. The list shall include case number, name and a description of the item. Refer to Attachment D for Non Scan Item Example. Note: it is possible that in some instances media types, such as CD's, thumb drives etc. will be identified in scope of work to be converted electronically as well.
- 5.15.4 County records shall be available during normal business hours, 9:00 AM to 5:00 PM CST. If requested, same day turnaround time of electronic records shall be provided.
- 5.15.5 Compliance with State of Texas requirements: Offeror shall comply with electronic standards and procedures in Texas Administrative Code, Title 13, Chapter 7 and Local Government Code, Chapter 205 and Local Government Bulletin C. These requirements can be obtained from the Texas State Library & Archives Commissions at <http://www.tsl.state.tx.us/slr/recordspubs/lo1.pdf>.
- 5.15.6 **COLLIN COUNTY RESPONSIBILITIES:**
  - 5.15.6.1 Identify records series to be processed
  - 5.15.6.2 Prepare estimate of volume in this records series
  - 5.15.6.3 Prepare draft scope of work (Refer to Attachment A for example)

- 5.15.6.4 A draft scope of work will be reviewed and approved by the Record Manager
- 5.15.6.5 Create indexing and template information needed
- 5.15.6.6 Identify and remove boxes from shelves to be sent and provide a verification form to be signed by Vendor when boxes are picked up. Refer to Attachment C1 and C2 for Verification form for receipt of boxes.
- 5.15.6.7 IT/Records Department will serve as contact for retrieval of needed documents

5.15.7 **VENDOR RESPONSIBILITIES** shall include, but are not necessarily limited to:

- 5.15.7.1 Pick-up boxes from Collin County on a mutually agreed date based upon the assigned project
- 5.15.7.2 Sign Verification Form verifying list of boxes before they leave the County. Refer to Attachment C 1 and C 2 for Verification form for receipt of boxes and Chain of Custody form to be returned to the County along with boxes.
- 5.15.7.3 Supply Proof of Concept results at start of records series
- 5.15.7.4 Provide Collin County Records with a progress report within 10 business days
- 5.15.7.5 Once Proof of Concept is approved, prepare the documents for scanning, scan documents, index (create the Metadata) and validate work
- 5.15.7.6 If a Page is found to be a poor quality original, insert a Page that reflects this issue (See attachment B for example). If more than 10 Pages throughout the file are poor quality originals, a Page may be inserted into the front of the first Page scanned that states that there are multiple poor quality originals within the file and that best scanning practices are being used.
- 5.15.7.7 Due to the nature of some of the case files being converted to electronic documents, in the event that any photos that could contain Images considered to be child pornography are found in physical files, they are NOT to be scanned into the files. These would be considered as non-scan items, documented separately and Vendor would need to notify IT/Records.
- 5.15.7.8 Return hard drive or other electronic file containing the Images and the Metadata, output logs as well as the paper boxes to Collin County IT/Records Department.
- 5.15.7.9 Return chain of custody and any non scan items list if applicable to Collin County IT/Records Department. Refer to Attachment D for Non Scan Items example document.
- 5.15.7.10 Documents shall be kept in order, placed back into file folders and returned to box in order. No need to re-staple or clip documents.
- 5.15.7.11 All Quality Control procedures provided shall be followed for every project. All documents shall be placed back in order into the box when returning to the County. If any quality issues are discovered by Collin County, Vendor shall pick up boxes and correct them at Vendor's cost. These corrections shall be completed before next phase of work is submitted.
- 5.15.7.12 If a document or record is needed, the Vendor shall supply an electronic copy within one (1) business day. If classified urgent,

scanned data shall be available electronically within 4 hours of notification via secured FTP site.

## 5.16 QUALITY ASSURANCE PLAN

5.16.1 Vendor shall provide Quality Assurance Plan that includes Chain of Custody document verifying completion of all quality control procedures for each project shall be provided along with output logs and Images. This document shall include notations that the number of Pages received physically by Vendor from Collin County matches the number of Images provided electronically to Collin County. This document shall be signed and dated and provided with each batch. Refer to Attachment E for Summary Log Example.

## 5.17 STATEMENT OF WORK

5.17.1 Prior to initiating any records series scanning, a detailed scope of work specific to that records series will be approved by the Collin County's records manager, and the awarded Vendor. Refer to Attachment A to see a sample scope of work.

5.17.2 Estimated quantities are provided for each departmental records series in § 5.18. Approximate usage does not constitute an order, but only implies the probable quantity the County will scan. Records series will be prioritized and ordered on an agreed upon schedule.

5.17.3 Metadata required varies with each records series. Field name, size, special formatting, etc. will be agreed upon prior to starting a specific records series and identified in the Record Series scope of work. Once approved in the records series scope of work, these requirements cannot be changed without approval from Collin County's records manager.

5.17.4 A "proof of concept" or sample will be completed at the beginning of a records series project and no additional scanning will be authorized until the Collin County Record Manager or their representative approves the final output. IT/Records will be responsible for importing the Images and metadata from this test into Laserfiche for user acceptance testing.

5.17.5 Completed Images and metadata will be imported into the County's enterprise electronic records management system, Laserfiche. The records and metadata will be imported into Laserfiche 10.3 (or any upgrade implemented by project start) using SQL for the database. Documents shall be scanned at 300 dpi black and white (b/w) into a multi-page tiff format. Exceptions to the 300 dpi b/w requirement will be detailed in the records series scope of work. Indexing (metadata) will be quoted on a per document basis using the following averages for each records series:

Number of fields	3
Average size/number of keystrokes per field	50
Name, Case number, Offense	

If grayscale, color, or preservation quality (600dpi) Images are required, this will be detailed in the records series scope of work.

**5.18 PROJECTS (estimated totals over duration of contract)**

Department	Records Series	Approx. # boxes	Approx. Pages	Paper size
District Attorney	Case Files	2300	4,600,000	Standard, 8.5" x 11" (also will contain small pages such as post its, receipts, etc. and envelopes) May contain occasional larger size of paper.
Purchasing	Construction Building	50	100,000	Standard, 8.5" x 11" to Maps & drawings which can be up to 17" x 23"
Juvenile Probation	Case Files	125	250,000	Standard, 8.5" x 11" (also will contain small pages such as post its, receipts, etc. and envelopes) May contain occasional larger size of paper
Sheriff's Office	Offense Reports	250	500,000	Standard, 8.5" x 11" (also will contain small pages such as post its, receipts, etc. and envelopes) May contain occasional larger size of paper.
Public Works	Oversized Documents	7	14,000	Maps, drawings and other documents which can be up to 17" x 23"

**5.18.1 DISTRICT ATTORNEY PROJECT**

This will be the main project to be completed each year of the contract. Expected to be approximately 800 boxes annually. Other listed projects above would follow upon completion of this one. Please provide pricing for the following project, based upon § 6.7 pricing/fees. This price will also be used in the evaluation process.

5.18.1.1 **MEASUREMENTS:** Measurements for the average Page size are as follows:  
8.5" x 11"

5.18.1.2 **SETTINGS**  
Scanners shall be set on duplex to capture front and back Images. Default setting is b/w @ 300dpi. Some lightly hand written Images might need grayscale setting. Color settings shall ONLY to be used for color photos in the files. Blank Pages shall be removed where applicable.

5.18.1.3 **PROJECT SIZE**  
Approx. 2300 Boxes

5.18.1.4 **INDEXING**  
There will be 3 indexed fields provided for this project; this will allow IT/Records to upload the data into the system.

Field 1 - Last name, first name  
Field 2 – Case Number  
Field 3 - Offense

5.18.1.5 **PICK UP REQUIREMENTS**

For this particular project, there will be a minimum once a month pick up on a mutually agreed date.

5.18.1.6 **DELIVERY REQUIREMENTS**

For this particular project, Preferred Delivery will be every two (2) weeks or on a mutually agreed date. Vendor will be required to return documents in portions as completed.

5.19 **ADDITIONAL INFORMATION**

5.19.1 Project benchmarks will be agreed upon prior to the start of any project.

5.19.2 Invoices are to be submitted to the Collin County Records Manager for approval. Once data and boxes as well as required documentation are received and 10% blind quality control check is verified, invoice will be sent to the County Auditor for payment.

<b>6.0 PROPOSAL FORMAT</b>
----------------------------

In accordance with the directions below, offeror shall provide a response for each item in §§ 5.15-5.15.5, 5.16 and §§ 6.2-6.7 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 § 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 §§ 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.

## **6.2 FIRM OVERVIEW**

Offeror shall 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 What is your primary line of business?
- 6.2.4 How long have you been selling product(s) and/or providing service(s)?

## **6.3 STAFF QUALIFICATIONS/EXPERIENCE/CREDENTIALS & ADDITIONAL INFORMATION**

- 6.3.1 Offeror is requested to provide qualifications as well as experience information on Offeror's key personnel that will be assigned to this project.
- 6.3.2 How does your company handle historical documents?
- 6.3.3 Does your company have a Certified Document Imaging Architect (CDIA+)?
- 6.3.4 How does your company comply with electronic standards and procedures in Texas Administrative Code, Title 13, Chapter 7 and Local Government Code, Chapter 205 and Local Government Bulletin C.? Refer to § 5.15 to see how these requirements can be obtained.
- 6.3.5 Describe how your company will provide Images to Collin County?

## **6.4 GENERAL REQUIREMENTS**

- 6.4.1 Offeror shall provide a response for each of the requirements in § 5.15 in order and include item numbers in response.
- 6.4.2 Offeror shall follow format outlined in § 6.0 when submitting responses.

## **6.5 REFERENCES**

- 6.5.1 Offeror is requested to include at least three (3) references with names, addresses, email addresses, and telephone numbers and description of the project. References with similar projects and users of Laserfiche are preferred.

## **6.6 QUALITY ASSURANCE PLAN**

- 6.6.1 Offeror shall provide Quality Assurance Plan that includes Chain of Custody document per § 5.16.

## 6.7 PRICING/FEES

All pricing / fees shall be provided within Collin County Ionwave eBid, line items one (1) and two (2). The sum for the each “project” will be calculated and evaluated as such.

- 6.7.1 Refer to § 5.18.1 District Attorney Project and provide not to exceed cost based upon details including a breakdown by item to render project complete and operational.

Pricing should include the following:

- 6.7.1.1 Cost per Page for scanning at 300 dpi b/w.
- 6.7.1.2 Cost per hour for Document preparation.
- 6.7.1.3 Cost per Page for scanning in greyscale.
- 6.7.1.4 Cost per Page for scanning at 300 dpi color.
- 6.7.1.5 Cost per Page for scanning at 600 dpi color.
- 6.7.1.6 Cost per Page for scanning Pages larger than 8.5” x 14”.
- 6.7.1.7 Cost per Page for Document index field.
- 6.7.1.8 State price for Laserfiche Brief Case preferred option of delivery.
- 6.7.1.9 State price for Harddrive/CD/DVDs.
- 6.7.1.10 State price for FTP delivery of Images and indexing.
- 6.7.1.11 Cost per Page for Vendor validation.
- 6.7.1.12 Additional fees of converting media (example: CD) to electronic records

- 6.7.2 Provide an explanation of the total cost of the service(s) for projects referenced in § 5.18 (Purchasing, Medical Examiner, Development Services and other projects as needed throughout term of contract) showing a breakdown by item. Be sure to include all items necessary to render project complete and operational.

Pricing should include the following:

- 6.7.2.1 Cost per Page for scanning at 300 dpi b/w.
- 6.7.2.2 Cost per hour for Document preparation.
- 6.7.2.3 Cost per Page for scanning in greyscale.
- 6.7.2.4 Cost per Page for scanning Pages larger than 8.5” x 14”.
- 6.7.2.5 Cost per Page for Document index field.
- 6.7.2.6 State price for Laserfiche Brief Case preferred option of delivery.
- 6.7.2.7 State price for Harddrive/CD/DVDs.
- 6.7.2.8 State price for FTP delivery of Images and indexing.
- 6.7.2.9 Cost per Page for Vendor validation.

## 7.0 EXCEPTIONS

Instructions for completing §:

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 in the Request for Proposal. Attach additional Pages as needed. If no exceptions are listed in § 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.

§	Required Service You are Unable to	Steps Taken to Meet Requirement
---	------------------------------------	---------------------------------

Number/ Question Number	Perform	

# ATTACHMENT A-Sample Scope of Work

---

## Sample scope of work for specific department (for illustration only)

**Project Name:**

**Template Fields:**

**Approximate number of boxes:**

**Estimated pages/images to be scanned:**

**Project Description:**

The project will consist of document preparation, document scanning, quality control/quality assurance and output into a customer defined format for upload. This project consists of closed Felony and Misdemeanor case files. The majority of boxes will contain non scan items which will require inventory and placement into separate box for return to Collin County.

**Document Preparation:**

Files will be prepped for scanning:

- Removing staples, paper clips, repairing torn documents to the best of abilities, unfolding documents including bent corners.
- All envelopes must be scanned along with all contents. (note: if envelope is sealed, contact Collin County for further instructions)
- Ensure that the first page scanned includes/matches the name and case # on the folder.
- Pink receipts may not scan in black and white. You may need to copy these and scan the black and white copy. When scanning receipts (pink, yellow, white) some may require grayscale instead of black and white for best, legible quality. This can be done on a case by case basis.
- ONLY color photos are to be scanned using color setting.
- Questions regarding document preparation may be addressed to (*name of Records staff primary contact*) on the Records Staff.

**After scanning handling:**

Once scanning is complete these records should be returned to their original box, in the same order as removed, in original file folder (**no** stapling, placing back in envelope or brads required).

**Scanning:**

Scanning will be at 300DPI, duplex with backside detection and blank page removal. Each file folder/document/record will be scanned as a multi-page tiff. Notations must be made if best practice was used and image is poor quality. (Example: page in file was a copy that is sideways and cut off, etc..) (See Attachment B for example)

**QA/QC:**

QA/QC will consist of 100% image to image review, removal of blank pages, review of poorly scanned images and images that are askew, etc.

**Data Output:**

Document name is the cause/case number.

If you combine documents from several fiscal years onto one CD/DVD, you must clearly separate by fiscal year.

Metadata format:

- Fields
  - Name = up to 50 characters
  - Case/Cause Number = up to 50 characters
  - Offense – up to 50 characters

**Pickup and Delivery:** *Detailed contact information and alternates will be furnished.*

**ATTACHMENT B**

**ORIGINAL DOCUMENT WAS POOR QUALITY**

**BEST SCANNING/QUALITY CONTROL  
PRACTICES USED**

**ATTACHMENT C (1 of 2)**

**EXAMPLE**

**VERIFICATION OF RECEIPT OF BOXES**

Project Name: \_\_\_\_\_

Phase Number: \_\_\_\_\_

This document serves as acknowledgment of receipt of the list of \_\_\_\_\_ boxes attached.

Relinquished by Collin County Representative:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Received by "Contractor" Representative:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT C (2 of 2)**

**EXAMPLE**

**CHAIN OF CUSTODY**

Project Name: \_\_\_\_\_

**Vendor Name**

**“Vendor Name” has verified that all pages contained in each box picked up on “insert date” from Collin County, were prepped, scanned, quality control procedures followed and the output logs/electronic data provided back to Collin County account for all images.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Box Numbers/Phase: \_\_\_\_\_

(attach all logs to this form)

**Collin County**

Collin County agrees that all images included in the output logs equal the images imported in Laserfiche.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Box Numbers/Phase: \_\_\_\_\_

(attach all logs to this form)

**ATTACHMENT D**  
**Non Scan/Holdout Items**

<b>Original Collin County Box #</b>	<b>Case #</b>	<b>Name</b>	<b>Description</b>

PHASE \_\_\_\_\_



ATTACHMENT E  
EXAMPLE OF INFORMATION NEEDED

Client_Box	Original_BATCH	Original_SCANS	Transferred_BATCH	Transferred_SCANS	PagesDeleted	Kodak_DocCount	Kodak_Final	LF_Final_Documents	LF_Final_Pages	Doc Variance	Page Variance
30-H-24	VT00031499	3088	Batch000031546	3088	662	279	2426	279	2426	0	0

## **INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> 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 84<sup>th</sup> 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](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.collincountytx.gov/government/Pages/officials.aspx>

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

Department:

Caren Skipworth, Director of IT  
Steve Ganey, Deputy Chief Information Officer, IT  
L'Cena Parsons, Records Management Officer, IT  
Paul Garrison, ERMS Specialist, IT  
Lisa Robnett, ERMS Specialist, IT

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent  
Marci Chrismon, Assistant Purchasing Agent  
Hunter Alley, Senior Buyer

Commissioners Court:

Chris Hill – County Judge  
Susan Fletcher – Commissioner Precinct No. 1  
Cheryl Williams – Commissioner Precinct No. 2  
Darrell Hale – 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.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ► _____	
<b>4</b> 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) _____
<small>(Applies to accounts maintained outside the U.S.)</small>	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

<b>Sign Here</b>	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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*