

**REQUEST FOR PROPOSALS  
No. 070130-CCG-DIS**

**FOR**

**DIGITAL IMAGING SERVICES FOR THE  
STATE COUNCIL ON COMPETITIVE  
GOVERNMENT**

STATE OF TEXAS  
1711 San Jacinto Blvd.  
Austin, Texas 78701  
(512) 463-3855

**Date: January 30, 2007**

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**Digital Imaging Services  
For the  
State Council on Competitive Government  
Date: January 30, 2007**

**To:** Interested Firms and State Agencies

**From:** The State Council on Competitive Government

**Re: Request for Proposals for Digital Imaging Services for the State Council on Competitive Government**

**PROJECT DESCRIPTION**

**1. Purpose**

The State Council on Competitive Government (Council), issues this Request for Proposals (RFP), to solicit proposals from qualified entities capable of providing standard digital imaging and support services (Services) for participating state agencies in Travis County (PSAs). The Council has designated the Texas State Library and Archives Commission (TSLAC) as the Contract Administrator (Contract Administrator). This RFP contemplates that, if a Contract is awarded, the Council will contract directly with the Contractor (Successful Respondent) to perform the Services on behalf of PSAs in Travis County; however, no minimum amount of Services or compensation will be guaranteed under any such contract.

The Successful Respondent, if any, resulting from this RFP shall be qualified to and shall provide to the PSAs on an as-requested basis the items contained in Appendix B., Scope of Work.

The Council prefers to award any contract resulting from this RFP to one Successful Respondent; however, the Council reserves the right, in its sole discretion, to award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and in the best interests of the State of Texas. All such Successful Respondents are referred to hereinafter as the "Successful Respondent" in this RFP.

The Successful Respondent must be able to begin performance of any awarded contract under this RFP (Contract) if any, no later than September 1, 2007.

**2. Authority; Background**

**2.1. Authority**

The authority for the Council to issue this RFP is derived pursuant to Chapter 2162 of the Texas Government Code.

**2.2. Background**

In 1993, the Legislature created the Council in response to a growing interest in making government more efficient, cost-effective, and competitive. The Council is composed of six (6) members, including the Governor, who serves as Chair, the Lieutenant Governor, Speaker of the House of Representatives, the Comptroller of Public Accounts, the Texas Building and Procurement Commission Chair and the Texas Workforce Commissioner of Labor.

Council staff determined that opportunity exists for the state to save money by developing and releasing a Request for Proposals (RFP) for digital imaging services for PSAs in Travis County. A number of state agencies perform their own digital imaging services or outsource that function to third party contractors. The Council designated digital imaging services as an identified state service on February 7, 2002. Council staff anticipates that by outsourcing these services to a state agency or private vendor, PSAs could receive a lower price than what they would receive on their own; receive a standard level of quality and customer service; and reduce capital expenditures for digital imaging equipment and software. The Council's role in this RFP is one of project manager to seek competitive bids from state agencies and private sources and to execute a contract to provide Services to PSAs through a contract to be administered by the TSLAC. The digital imaging services applicable to the RFP would be those considered standard in the industry.

### **2.3. Obligations of the State and Respondents**

Respondent shall pay all costs or other amounts incurred in responding to this RFP or prior to the effective date of any contract resulting from this RFP. The Council shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of any contract resulting from this RFP. The Council reserves the right, in its sole discretion, to recommend one or more qualified responses to this RFP without discussion of responses with Respondents. The Council reserves the right, in its sole discretion, to reject any or all submitted proposals. The Council is under no obligation to award a contract as a result of this RFP.

#### **2.3.1. State's Obligations**

All proposals will become a part of the Council's official procurement files, and will be available for public inspection. The Council is under no obligation from retention of these proposals. (See also Section 12)

#### **2.3.2. The Successful Respondent's Obligations**

Qualified, independent, persons or entities including, without limitation, state agencies, are invited and encouraged to submit proposals in accordance with this RFP. Proposals must address all specifications. The Successful Respondent will be liable, both individually and severally, for the performance of all obligations under any Contract, and will not be relieved of non-performance of any subcontractor. The Successful Respondent will be the sole point of contract responsibility. The Council will look solely to the Successful Respondent for performance of the Contract.

### **3. Deviations**

The Council will consider approving written requests for such deviations from the requirements of this RFP if the Council determines, in its sole discretion, that such deviations are consistent with applicable law and in the best interests of the Council and the State of Texas. For example, the Successful Respondent may suggest changes to the procedures and policies governing the Council's operations, but any suggested changes must be specifically approved by the Council in writing in advance of their implementation to be effective. Also, any decrease in level of approved services must be accompanied by a decrease in approved fees.

#### 4. Schedule of Events

The Council anticipates that the selection of one or more of the Successful Respondents and execution of a Contract or Contracts, if any, will proceed according to the following approximate schedule:

|                                                                                                                                               |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Electronic Posting of Request for Proposals on the Texas Marketplace                                                                          | <b>January 30, 2007</b>  |
| Voluntary Pre-proposal Conference                                                                                                             | <b>February 16, 2007</b> |
| <b>Deadline for Submission of Written Questions</b>                                                                                           | <b>March 2, 2007</b>     |
| Electronic Posting of Official Response to Written Questions                                                                                  | <b>March 16, 2007</b>    |
| <b>Deadline for Submission of Proposals. The Council will neither consider nor evaluate late proposals.</b>                                   | <b>March 30, 2007</b>    |
| Begin Proposal Evaluations                                                                                                                    | <b>April 16, 2007</b>    |
| Oral Presentations by Respondents (only if requested by the Council in its sole discretion; all presentations shall be held in Austin, Texas) | <b>May 7, 2007</b>       |
| Parallel Negotiations with Respondents ( <i>if warranted</i> ); Best and Final Offers                                                         | <b>May 28, 2007</b>      |
| Council Approval or as soon thereafter as practicable                                                                                         | <b>June 15, 2007</b>     |
| Contract, if any, resulting from RFP executed or as soon thereafter as practicable                                                            | <b>July 16, 2007</b>     |

All Respondents are encouraged to attend the Pre-proposal Conference to be held on February 16, 2007 in Room 118, Stephen F. Austin Building, 1700 North Congress Avenue, Austin, Texas 78701. The conference will begin at 2 p.m. CZT. The purpose of the meeting is to answer general procedural questions on the RFP. Attendance at the Pre-proposal Conference is not mandatory but highly encouraged. Respondents may obtain information regarding the time and place of the Voluntary Tour of Facilities at the Pre-proposal Conference and the schedule will also be posted on the Texas Marketplace.

The Council reserves the right, in their sole discretion, to change the above dates. Notices of changes to items directly impacting the original RFP or proposal process will be posted electronically on the Texas Marketplace at: <http://esbd.tbpc.state.tx.us>. Negotiation and award times are subject to change without notice. *The Council reserves the right, in its sole discretion, to negotiate and receive best and final offers from a single Respondent or multiple Respondents.*

The times stated in this document refer to Central Zone Time (CZT) where appropriate. Unless otherwise stated in this document, the applicable time **deadline will be 2:00 p.m.** on the date specified. **Respondents shall be solely responsible for confirming timely receipt of proposals.**

The normal office hours for the Council are from 8:00 a.m. to 5:00 p.m. (CZT), Monday through Friday, except state and federal holidays.

#### 5. Evaluation and Contract Award

The Council will evaluate all proposals submitted in response to this RFP and meeting the minimum criteria for responsiveness under the criteria and weights described in Appendix H of this RFP.

The Council anticipates awarding a Contract with an initial term beginning on or about September 3, 2007 and extending through August 31, 2011 unless terminated sooner according to its terms. The Contract will have two (2) one-year renewal options exercised one year at a time.

## 6. Proposal Content

All the Respondents must include in their proposals all of the information described in Appendix C. Proposals submitted without all of this information are subject to disqualification as non-responsive; however, the Council reserves the right, in their sole judgment and discretion, to waive minor technicalities and errors in the best interests of the State.

## 7. Deadline for Proposals

To be considered, all proposals must be submitted and received in the Issuing Office (set forth below), by the date and time set forth in Section 4, Schedule of Events. Proposals must be submitted to:

Jim Scogin, Director  
State Council on Competitive Government  
1711 San Jacinto Blvd.  
Austin, TX 78701  
Fax (512) 236-6168

**An original and ten (10) copies, and one CD ROM copy of the proposal must be submitted to and received in such office no later than 2 p.m.** The Council prefers hand or overnight delivery of the proposals. Faxed or e-mailed proposals will not be accepted in response to this RFP. **The Council will not consider proposals from the Respondents that do not submit timely proposals. The Respondents are solely responsible for verifying the Council's timely receipt of their proposals by the deadline specified above. Late Proposals will not be considered under any circumstances.**

## 8. Contract Elements; Sample Contract; Exceptions

The Contract between the Council and the Successful Respondent, if any, shall consist of a written contract, the RFP, together with any modifications thereto, the questions and official responses, and the successful proposal, together with any clarifications thereto that are submitted at the request of the Council. In the event of any conflict or contradiction between or among these documents, the documents shall control in the order of precedence set forth in section Appendix D, Section 3. Specific exceptions to this general rule may be noted in the final executed Contract. All the Respondents should review those terms and conditions with assistance of legal counsel prior to submitting a proposal and specifically note any exceptions in its proposal by reference to section numbers. This RFP shall be incorporated as part of the Contract and shall control over conflicting language in the Respondent's proposal, unless expressly agreed by the Council in writing in the Contract by specific reference to this Section and if in the best interests of the State of Texas.

The Contract may be amended only if in writing and by mutual agreement of the parties. If a state agency is awarded the Contract, the resulting Contract will be modified in compliance with the Interagency Cooperation Act.

### 8.1. Sample Contract

The Contract if any, shall be based on the Sample Contract included as Appendix D of this RFP and will incorporate the entire RFP. The Sample Contract includes boilerplate provisions and the Council reserves the right, in its sole discretion, to award the contract without negotiation of these provisions or to modify the terms and conditions in the best interests of the State of Texas. The Texas State Library and Archives Commission will serve as the contract administrator under the contract.

### 8.2. Exceptions

Any exceptions to any RFP requirements, including, but not limited to, the guidelines and the terms and conditions included in the Sample Contract, must be specifically noted and explained by the Respondent in

the proposal as a condition to becoming part of the Contract. All exceptions must be noted in the Respondents Transmittal Letter as explained in Appendix C, Section C.2.

Notwithstanding any exceptions or any other provision of the Respondent's proposal to the contrary, the Successful Respondent shall indemnify the state, as specified in the Sample Contract. The State of Texas, the Council, and their respective employees, officers, agents, and representatives, will not indemnify any party for any amount for any purpose, and any provisions to the contrary are void.

### **8.3. Compensation and Payment; Nonexclusive; No Minimum Compensation**

The Successful Respondent's sole compensation shall be set out in Appendix J, Cost Proposal, and shall be inclusive of all costs. The Successful Respondent is not guaranteed to be the exclusive provider of the contracted services and is not guaranteed any minimum amount of compensation under the Contract.

Following contract award, the Successful Respondent shall invoice each PSA for Services performed under this contract not later than the 15<sup>th</sup> day of the month for Services provided for the previous month. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices.

All Services shall be invoiced for payment and payments made on the basis of the payment criteria defined in Appendix J.

Subject to the foregoing, agencies must make all payments in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Govt. Code.

## **9. Written Questions**

All questions concerning this RFP must be in writing and received in the Issuing Office no later than the date and time set forth in the Schedule of Events in Section 4 of this RFP. Questions must be faxed to (512) 236-6168, Attn: Jim Scogin, Director, or e-mailed to [jim.scogin@tbpc.state.tx.us](mailto:jim.scogin@tbpc.state.tx.us). On or before the date set forth in the Schedule of Events, the Council expects to electronically post answers to these written questions as a revision to the Texas Marketplace notice of the issuance of this RFP. This notice will be posted on the Texas Marketplace at: <http://esbd.tbpc.state.tx.us>.

## **10. Disclosures; Conflicts of Interest**

In submitting a proposal in response to this RFP, the Respondent represents and warrants that it and its proposed personnel have no actual or potential conflict of interest in providing services to the Council under the Contract. Each Respondent also represents and warrants that its provision of services under such Contract would not create the appearance of impropriety. In its proposal (refer to Appendix C, Section 10), the Respondent must disclose any existing or potential conflict of interest that the Respondent might have in providing services to the Council under the Contract. The Council will decide, in its sole discretion, whether an actual or perceived conflict should result in proposal disqualification or Contract termination. In addition to these disclosures, the Respondent must also disclose any proposed personnel who are current or former employees of the State of Texas. Each Respondent must also disclose any proposed personnel who are related to any current or former employees of the State of Texas.

## **11. Confidential Information; Nondisclosure; Open Records**

All information gathered, produced, derived, obtained, analyzed, controlled or accessed by the Respondent in connection with this RFP or Contract ("Confidential Information"), shall be and remain Confidential Information and shall not be released or disclosed by the Respondent without the prior written consent of the Council, which consent must specifically identify the Confidential Information to be disclosed by the Respondent and the nature of the disclosure for which consent is sought. The Respondent must execute and return with its proposal a Nondisclosure Agreement with the Council, in the form of Appendix A, attached hereto.

The Respondent is not authorized to make or participate in any media releases pertaining to this procurement, the Respondent's response to the original solicitation, or the services to which they relate, without the Council's prior written consent, and then only in accordance with explicit written instructions from the Council.

Following the award of a Contract, responses to this RFP are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. All Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The Council assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by the Respondents.

If a Respondent believes that any portion of a proposal is confidential, then the Respondent must so specify. The Respondent must stamp in bold red letters the term "CONFIDENTIAL" on that specific part or page of the proposal that the Respondent believes to be confidential. The Respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The Council will be the sole judge as to whether a claim is general and/or vague in nature. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential. In the event the Council receives a request for portions of a proposal marked as "confidential" as specified above, the Council shall forward such request to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act (Open Records). The Council will notify the Respondent whose proposal is the subject of the request when the information is forwarded to the Attorney General's office. The Respondents are advised that the Council is obligated to comply with the decision of the Attorney General, including any such decision calling for the release of information marked "confidential" by the Respondent.

Copyrighted proposals are unacceptable and are subject to disqualification as non-responsive.

## **12. Independent Contractor; Termination for Cause; Termination for Convenience; Transition**

### **12.1. Independent Contractor**

The Successful Respondent shall serve as an independent Contractor in providing Services under the Contract. The Successful Respondent's employees shall not be construed as employees of the State of Texas.

### **12.2. Termination for Cause**

Without limitation on the right of the Council to terminate the Contract pursuant to its terms, the Council reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, upon the following conditions:

A receiver, conservator, liquidator, or trustee of the Successful Respondent, or of any of its property is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against the Successful Respondent, under Title 11, United States Code; or the Successful Respondent is adjudicated bankrupt or insolvent; or any portion of the property of the Successful Respondent is sequestered by court order and such order remains in effect for more than thirty (30) calendar days after such party obtains knowledge thereof; or a petition is filed against the Successful Respondent under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) calendar days;

The Successful Respondent files a case under Title 11, United States Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution,

receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;

The Successful Respondent makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of the Successful Respondent or of all or any part of its property; or judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against the Successful Respondent, and the Successful Respondent does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within thirty (30) calendar days from the date of entry thereof, and within said 30-calendar day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of the Successful Respondent, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its entry;

A court of competent jurisdiction finds that the Successful Respondent has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;

The Successful Respondent fails to communicate with the Council as required by the Contract;

The Successful Respondent breaches an industry standard of confidentiality related to the Contract;

The Council determines that the Successful Respondent or any of its subcontractors have an unacceptable conflict of interest, and such conflict is not cured within ten (10) calendar days following notification thereof to the Successful Respondent;

The Council determines that the Successful Respondent has failed to substantially perform under the Contract, which determination shall specify the events resulting in the Council's determination that the Successful Respondent has failed to substantially perform under this Contract;

The Successful Respondent fails to comply with any of the Standards of Performance of the Contract.

Without limitation on the Council's other rights under this Section, the Council reserves the right to immediately and without prior notice, terminate the Contract, in whole or in part, if, in the sole judgment of the Council, and in good faith, the Council believes that it is in the best interests of the participants or the state to do so.

### **12.3. Termination for Convenience**

In addition to the above termination for cause provisions, the Council reserves the right, in its sole discretion, to terminate such Contract on thirty (30) calendar days written notice to the Successful Respondent. The Council also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to the Successful Respondent, if the Council believes that the integrity of the state is in jeopardy, or it is in the best interests of the Council or the State of Texas to do so.

### **12.4. Transition**

Upon termination of the Contract for any reason, the Successful Respondent shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and provider. The Successful Respondent's proposed Transition Plan must include all of the information included in the proposed work plan for the duration of the transition phase, if any, resulting from this RFP (refer to Appendix C, Section 7).

### **13. Limitation on Authority; No Other Obligations**

The Successful Respondent shall have no authority to act for or on behalf of the Council, or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. The Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the Council, or the State of Texas.

### **14. No Liability Upon Termination**

If the Contract resulting from this RFP, if any, is terminated for any reason, the Council and the State of Texas shall not be liable to the Successful Respondent or any other entity or person for any damages, claims, losses, or any other amounts arising from or related to any such termination.

### **15. Property Rights**

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the Services to be provided by the Successful Respondent. The Council and the Successful Respondent intend the contract to be a contract for Services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Successful Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the State of Texas.

If for any reason the Work would not be considered a work-for-hire under applicable law, the Successful Respondent does hereby sell, assign, and transfer to the Council, its successors and assigns, the entire right, title and interest in and to all copyright and other intellectual property rights in and to the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. The Successful Respondent agrees to execute all papers and to perform such other property rights as the Council may deem necessary to secure for the Council the rights herein assigned.

The Successful Respondent and the Successful Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the Council. Any property or Work not specifically scheduled in the Contract as property of the Successful Respondent shall constitute property of the Council.

In addition to compliance with the right to audit provisions of the contract, the Successful Respondent must deliver to the Council, no later than the twenty-four (24) hours after receipt of the Council’s written request for same, all completed, or partially completed, work and any and all documentation or other products and results of the Services under such contract. The Successful Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the Council, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the State of Texas. If the Successful Respondent fails to deliver such work within twenty-four (24) hours after receipt of written request for same, the Council may withhold all payments to the Successful Respondent, may withhold all authorization for payment of previously approved and future invoices, may impose liquidated damages of \$10,000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period. During the transition from any successor Successful Respondent, the Council may impose liquidated damages of \$50,000 rather than \$10,000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period.

The Successful Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the Council.

#### **16. HUB Participation**

The State of Texas and the Council are committed to assisting historically underutilized businesses (HUBs) through the contract awards process pursuant to the requirements in Chapter 2161, Texas Government Code, and Title I, Part 5, Chapter 111, Subchapter B. The Council has determined that there are no potential subcontracting opportunities available for this RFP. However, Respondents shall indicate as required in Appendix C, Section C.9 (Item 16) of this RFP, if they or their subcontractors are certified as historically underutilized businesses and listed in the directory published by the Texas Building and Procurement Commission.

#### **17. Execution of Proposal**

The Respondent must complete and sign the Execution of Proposal form (Appendix F) and return with their proposal. **Failure to complete and sign the Execution of Proposal form (Appendix F) shall result in disqualification of the proposal.**

#### **18. Incorporation of Appendices**

Appendices A, B, C, D, E, F, G, H, I, J, K and L, are attached hereto and are incorporated as part of this RFP for all purposes.

## APPENDIX A NONDISCLOSURE AGREEMENT

In consideration of the State Council on Competitive Government (Council) considering a proposal from or meeting with \_\_\_\_\_ (the Respondent) regarding proposed services and because of the sensitivity of certain information which may be provided to the Respondent, both parties agree that all information regarding the Council or gathered, produced, collected or derived from or related to these services or provided to the Respondent as a result of these services (Confidential Information) must remain confidential subject to release only upon prior written approval of the Council, and more specifically agree as follows:

1. The Confidential Information may be used by the Respondent only to assist it in connection with the proposed project or any resulting contract with the Council.
2. The Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as Successful Respondent to the Council.
3. The Respondent agrees to maintain the confidentiality of any and all Confidential Information related to this project or any resulting contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Confidential Information may not be copied, reproduced, disclosed or distributed without the Council's prior written approval.
5. All Confidential Information made available to the Respondent, including copies thereof, must be returned to the Council upon the first to occur of; (a) completion of the project or any resulting contract, or (b) request by the Council.
6. The foregoing does not prohibit the Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach by the Respondent of this agreement.
7. This agreement shall become effective as of the date Confidential Information is first made available to the Respondent and shall survive the project and any resulting contract and be a continuing requirement.
8. By their execution of this agreement, the parties agree that the measure of damages in the event of a default by the Respondent may be difficult or impossible to determine and may vary with the nature of the default involved. The parties further agree that the amounts of liquidated damages set out below represent their best estimate, at effective date of this agreement, of actual damages which may be suffered by the Council as a direct result of a breach of contract and are not intended by either party to be a penalty. The Council in its reasonable discretion may reduce the amount of liquidated set out below depending on the nature or severity of the default. In lieu of the liquidated damages and in its reasonable discretion, the Council may pursue monetary damages as available to the Council under the contract any applicable law. The breach of this agreement by the Respondent as Successful Respondent shall entitle the Council to immediately terminate the project or any resulting contract upon written notice to the Respondent for such breach. Regardless of whether the Council elects to terminate the project or any resulting contract upon the breach hereof, the Council may require Successful Respondent to pay to the Council the sum of \$5,000 as liquidated damages for each substantial breach involving release of Confidential Information. The Council does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this agreement.

Texas State Council on Competitive Government

[The Respondent's name]

By: \_\_\_\_\_  
Wayne Roberts, Chair  
Office of the Governor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE RESPONDENTS MUST COMPLETE AND RETURN THIS APPENDIX A WITH THEIR PROPOSALS.**

## **APPENDIX B DETAILED SCOPE OF WORK; DEFINITIONS**

### **B.1. Warranty of Expertise**

By submitting a proposal in response to this RFP, the Respondent represents and warrants to the Council that it has the requisite professional expertise, resources and independence to provide the Services free from outside direction, control, or influence, and subject only to the accomplishment of the Contract's objectives. The Respondents that cannot make this representation and warranty should not respond to this RFP.

### **B.2. Scope of Services and Detailed Description of Proposal**

The Successful Respondent will provide standard digital imaging and support services (Services) for participating state agencies in Travis County (PSAs). Standard imaging services include, but are not limited to, converting paper documents into a digital images and storing these images on a CD, DVD, tape or website.

Digital imaging support services include, but are not limited to, the following:

#### **WEB-BASED INVENTORY AND TRACKING OF PAPER AND DIGITAL DOCUMENTS**

- Provide a mechanism for monitoring and tracking at box and document level.
- Provide a mechanism for scheduling of document pickup and return.

#### **WEB-BASED IMAGE REPOSITORY ADMINISTRATION**

- Provide a mechanism for user administration and user management including secure login, user ids, password controls, auditing, and monitoring.
- Provide a mechanism for web-based public or restricted access.
- Provide a mechanism to support PSA required service levels.

#### **WEB-BASED DOCUMENT SEARCH AND RETRIEVAL**

- Provide a mechanism to automate the creation of monolingual controlled vocabulary for document search and retrieval.
- Provide a mechanism for key-field, full-text, and natural language based document search and retrieval.
- Provide a mechanism for viewing images with the following features: Image rotation, Zoom, Email, Thumbnail, Post-it notes, Annotation tools, Redaction, etc.

#### **SUPPORT PSA'S BUSINESS WORKFLOW**

- Provide a mechanism for document check-in and check-out.
- Provide a mechanism for dynamic time-stamping on each document.
- Provide a mechanism for online insertion of images into client-specified positions within an existing electronic document.
- Provide a mechanism for document assignment, document tracking, and dynamic document routing to individuals and groups.
- Provide a mechanism for concurrent routing of documents to individuals and groups.

- Provide a mechanism for management and performance reporting.
- Provide a mechanism to allow users to submit new or revised documents online.
- Provide a mechanism for document version control.
- Provide a mechanism for document folder management.
- Provide a mechanism for export.
- Provide a mechanism for creating and managing PSA business specific identifiers (e.g. case ID).
- Provide a mechanism to dynamically add and update content of an electronic file by authorized users.
- Provide a mechanism to handle legacy and new forms with the same accuracy and timeliness.
- Provide a “catcher” mechanism to receive images from the PSA business system.
- Provide a mechanism to perform technical integrity checks of the electronic documents received from the PSA business system.
- Provide a mechanism to deposit the images into the web-based image repository in PSA selected formats (e.g. TIFF, PDF, RTF, XLS, DOC, ...) and to update the web-based image repository with new index information.
- Provide a mechanism to generate auto delivery verification to PSA system.
- Provide a mechanism to transmit images, indexes and database updates to web-based image repository.
- Provide a mechanism for add, delete, and update image in web-based image repository from the PSA system.

## **SUPPORT PSA’S RECORDS MANAGEMENT**

- Provide a mechanism to upload PSA records retention schedule.
- Provide a mechanism to support declaring and filing records.
- Provide a mechanism to support PSA cutting off records to permit records’ disposal or transfer in completed blocks based on the PSA records retention schedule.
- Provide a mechanism to support PSA freezing and unfreezing records.
- Provide a mechanism to support PSA approving records disposition.
- Provide a mechanism to support PSA records disposition.
- Provide a mechanism to produce “records in retention reports”, “records due/overdue for disposition approval reports”, “records approved for disposition reports”, “records on freeze reports”, and “log of disposed records reports.”

Respondents must submit a detailed Project Workplan for performing all Services as described in this Appendix B of this RFP and Appendix C. Section 1., Subsection e of this RFP. Respondents must address all requirements detailed in this Appendix B of this RFP.

### **B.3. Definitions**

**Agency Representative:** The PSA contact to the Successful Respondent for a Work Request.

**Blank Page** – A page containing no useful information.

**Certified Digital Imaging Architect (CDIA)** - An internationally recognized credential that acknowledges competency and professionalism in the document imaging/document management industry. This is a certified professional that possess the expertise to analyze business processes and design appropriate document imaging solutions.

**Document:** Page or pages associated with an Index Field as indicated by a PSA.

**Image:** An individual page that is 8 1/2 x 11, 14 or 17; voucher forms; checks; and bi-tonal (non-colored) and is captured in a digital format.

**Index Field:** String of alpha-numeric characters that identify a Document.

**Participating State Agency (PSA):** An agency that elects to participate in the contract for services.

**PSA Location:** Individual facilities operated by a PSA.

**Standard Document:** Non-workflow paper documents that are 8 1/2 x 11, 14 or 17; 11 x 17; voucher forms; checks; and bi-tonal (non-colored).

**Workflow Document:** Documents that are digitally imaged by an agency upon receipt, either in-house or using a Successful Respondent, for immediate use by agency personnel or customers of the agency to perform daily job functions.

**Work Request:** A digital imaging request for services from a PSA. Work requests that occur regularly or are cyclical in nature can be defined as one Work Request.

#### **B.4. Required Use of Contract by Agencies**

PSA Locations in Travis County that elect to use a vendor for their standard digital imaging needs must use this contract. PSA Locations outside of Travis County may voluntarily use this contract; however, the Successful Respondent is not required to perform pick-up or delivery to locations outside of Travis County.

#### **B.5. Current Digital Imaging Contracts**

A contract currently used by a PSA for standard digital imaging services will be allowed to expire before the PSA is required to use this contract as directed in B.4. above.

#### **B.6. PSA Requirements**

##### **B.6.1. Load Files**

Agency representatives must provide the Successful Respondent with information on the system that will be used to view Images (load files).

##### **B.6.2. Document Breaks**

PSAs must provide documents with document breaks to Successful Respondent. Document breaks, which denote the beginning and end of a document, may include paper clips, staples, or a presentation of Documents in separate folders.

##### **B.6.3 Project Justification**

Agency Representatives must provide written justification to the Contract Administrator prior to initiating a Work Request. PSA must have Contract Administrator approval prior to initiating the Work Request.

#### **B.7. Responsibilities of the Contract Administrator**

Contract Administrator shall:

1. Resolve any conflicts between Successful Respondent and PSAs;
2. Review and approve project justifications for Work Requests; and
3. Submit quarterly reports and a fiscal year summary to the Council that demonstrates PSA use of the contract.

#### **B.8. Project Manager**

A Project Manager job description must be included as part of this Appendix B (Scope of Work) and Appendix C (Proposal Content).

To insure proper Work Request estimation, some jobs may require a Project Manager. Successful Respondent must provide a Project Manager if requested by a PSA. A PSA may not be obligated to use a Project Manager if the Successful Respondent recommends one. If the PSA and the Successful Respondent cannot agree on the need for a Project Manager, the Contract Administrator will have final authority to resolve dispute. In addition, if the PSA and the Successful Respondent cannot agree on the cost estimation provided by the Project Manager, the Contract Administrator will have final authority to resolve this dispute.

#### **B.9. Certified Digital Imaging Architect (CDIA)**

It is expected that some jobs may require a Certified Digital Imaging Architect (CDIA). Successful Respondent must provide a CDIA if requested by a PSA. A PSA may not be obligated to use a CDIA if the Successful Respondent recommends one. If the PSA and the Successful Respondent cannot agree on the need for a CDIA, the Contract Administrator will have final authority to resolve dispute.

#### **B.10. Pick-Up and/or Delivery**

Successful Respondent must demonstrate the ability to provide secure pick-up and delivery of PSA Documents in Travis County.

#### **B.11. Cost Proposal (Appendix J)**

##### **B.11.1. Appendix J**

Respondents must complete Appendix J, Cost Proposal.

##### **B.11.2 Description of Pricing**

The following describes the pricing information the Respondents must provide in Appendix J:

1. Charges are per image;
2. Successful Respondent shall perform all document preparation. Document preparation fees shall be incorporated into the per image price;
3. Respondents shall offer per document pricing for high, medium and low image resolutions;
4. Respondent shall provide per document pricing for Index Fields of varying lengths. PSAs requiring Index Fields greater than 40 characters shall negotiate pricing with the Successful Respondent as needed;
5. Respondent shall provide a per page re-preparation fee. PSAs are not required to use the Successful Respondent's re-preparation service;
6. Respondent shall provide pricing for burning CDs or creating tapes. Pricing will be per CD or tape;
7. Respondent shall provide an hourly charge for Project Manager and CDIA use;
8. Respondent shall provide a per image price for converting microfilm and microfiche to a digital image;

9. Respondent shall provide the criteria under which it would charge a fee for load file creation;
10. Respondent shall explain pick-up and delivery pricing criteria; and
11. Respondent shall provide pricing for on-line server storage.

Successful Respondent shall provide a detailed invoice to the PSA on a monthly basis. The invoice shall provide descriptions for each component listed in the invoice. Descriptions shall include but not limited to the volume of images scanned, dates of work performed, image storage charges, work performed by personnel services such as Project Manager and Certified Digital Imaging Architect.

#### **B.12. Maximum Monthly Volume**

Respondent shall indicate the maximum monthly volume of Services it can accommodate for Travis County.

#### **B.13. Imaging Standards**

##### **B.13.1. Texas Electronic Records Standards and Procedures**

Successful Respondent must adhere to the Texas Electronic Records Standards and Procedures as published by the Texas State Library and Archives Commission when providing Services. They can be found at <http://www.tsl.state.tx.us/slr/recordspubs/stbull01.html>.

Image quality must be at least 200 dots per inch (dpi). Quality greater than 200 dpi must be requested by the Agency Representative. All images must be cropped, despeckled, and deskewed. Successful Respondent shall not charge PSAs for blank images.

Successful Respondent must be able to image large format documents. Large documents range in size from 36" – 54" to accommodate architectural and engineering documents.

Successful Respondent must backup data for up to twelve (12) months.

##### **B.13.2. File Transfer Protocol**

Successful Respondent must have the ability for standard file transfer protocol (FTP) formats. Successful Respondent must have expertise in common load files and provide personnel that can properly estimate a load file creation if needed.

##### **B.13.3. Index Field Accuracy**

Successful Respondent must ensure Index Field accuracy with double data entry or its equivalent. Successful Respondent must rescan Work Requests that have a 2 percent or greater error rate at no charge to PSAs. Formula for determining accuracy rate must be included in Respondent's proposal.

##### **B.13.4. Technology Upgrade Protection and Proprietary Software**

Respondents must explain how they will provide protections against its technology becoming obsolete. Successful Respondent must provide digital images to PSAs in tiff, pdf, and/or jpeg formats or any other non-proprietary format designated by agency representatives of PSAs. Respondent must also describe its system's technical architecture, i.e., platform, operating system, etc.

### **B.13.5 Conflict Resolution**

Any substandard work performed by the Successful Respondent under the terms of this RFP and the resulting Contract shall be returned and corrected free of charge. If there is a disagreement between a PSA and the Successful Respondent as to what constitutes substandard work, the Contract Administrator shall have final authority to resolve the dispute pursuant to the dispute resolution terms of the Contract. In addition, Respondent must include a standard problem resolution plan that describes how it will manage problems encountered in delivering its services to PSAs.

### **B.14. Travis County Operations**

Successful Respondent must perform all functions of this contract within Travis County due to security concerns.

### **B.15. Security and Storage**

The Successful Respondent shall provide for and guarantee the security of all documents picked up from PSAs, and the documents shall be transported in an enclosed and locked vehicle. The Successful Respondent shall take all necessary precautions to insure against loss or theft while in possession of the documents, or at any time while they are the Successful Respondent's responsibility (as in the case where an authorized subcontractor is used). The Successful Respondent shall be responsible for maintaining proper control and handling of the documents in order to prevent access to them by unauthorized individuals. Successful Respondent may offer tiered storage, e.g., online, nearline, offline. Respondent must provide for secure storage of paper or microfilm documents while in its custody.

The Successful Respondent shall utilize a building that is properly secured in order to ensure adequate protection against theft of PSA documents. Documents must be unloaded and imaged in a secure building and may not be left in a vehicle or trailer overnight. Respondents must demonstrate that their facilities meet the following minimum security requirements:

- a. physical security and access control systems;
- b. an automatic fire detection system; and
- c. emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes.
- d. must include 24 – hour / 365 day police and fire protection.

Immediately upon becoming aware of any loss or theft of agency documents, the Successful Respondent shall notify the PSA and the Contract Administrator.

The information contained within the system will remain the sole property of the state of Texas at all times. At the end of the minimum storage period, the information will be returned to the State for records retention and archiving. Successful Respondent's rights to stored information are limited only to its contractual responsibilities resulting from this RFP. At such a time as the contract expires, or is terminated by either party, all rights to stored information will remain exclusively with the state of Texas. Respondents should detail their ability to provide the state of Texas useable access to any stored information after the expiration or termination of the Contract.

**B.16. Disaster Recovery / Contingency Plan**

All proposals shall be submitted with a description of their disaster recovery protocols. The Council defines disaster recovery as the contingency plan a Successful Respondent has prepared that would enable it to continue to conduct normal operations should a natural or catastrophic situation cause normal production and distribution activities to be disrupted. The plan must include a detailed listing of alternate service facilities, redundant computer/network systems, order processing systems/customer service personnel and equipment, redundant communications systems, etc. In addition, the plan must describe in detail the methodology, technology and infrastructure necessary for the SR to backup and restore selective PSA documents.

**B.17. Work Request Processing Timeframe**

Respondent must discuss in its Workplan the period of time it would need to process Work Requests of various size and deliver Work to PSAs.

## APPENDIX C PROPOSAL CONTENT

The Respondents must include all of the following in their proposals in response to this RFP by the deadline set forth in the Schedule of Events. Failure to provide complete responses to any or all of these questions may result in the proposal being disqualified. Conciseness and clarity of content are required. Vague and general proposals will be considered non-responsive and will result in disqualification. Proposal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

### C.1. General Organization

Proposals must be organized in the following order:

- a. Table of Contents
- b. Transmittal Letter
- c. Executive Summary
- d. The Respondents Identifying Information
- e. Project Narrative and the Proposed Project Work Plan and Transition Plan
- f. The Respondents Experience and References
- g. Proposed Personnel and Organizational Information
- h. Conflicts of Interest
- i. Nondisclosure Agreement (Appendix A)
- j. Family Code Certification (Appendix E)
- k. Execution of Proposal (Appendix F)
- l. Criminal Conviction Certification (Appendix G)
- m. Cost Proposals, (Appendix J)
- n. Evidence of Insurance Coverage (Appendix K)

### C.2. Transmittal Letter

The Respondent must submit with its proposal a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the Services. The transmittal letter must state that the proposal is valid for **one hundred twenty (120) calendar days from the deadline for delivery of proposals to the Council. Any proposal containing a term of less than one hundred twenty (120) calendar days for acceptance from this deadline will be rejected as non-responsive. The transmittal letter must also state the acceptance of contract terms and must specifically state exceptions if any.**

The transmittal letter must be signed by a person legally authorized to bind the Respondent to the representations in the response. In the case of a joint proposal, an authorized representative of each joint Respondent must sign the transmittal letter. The transmittal letter should include a statement of why the Respondent believes that it is the most qualified Respondent to provide the Services.

### C.3. Executive Summary

The Respondent must provide an executive summary of its proposal and represent that its proposal addresses all of the requirements of this RFP. The executive summary must not exceed two (2) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Respondent must identify any services that are provided beyond those specifically requested. If the Respondent is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. Failure to propose to provide the Services specifically required may result in disqualification of the proposal; however, the Council may give its

prior written approval to deviations from the specific requirements of the RFP in the best interests of the Council and the State of Texas. Any proposed deviations must be coupled with specific, optional pricing that facilitates such prior written approval; otherwise, all Services are included in the proposed and contracted pricing.

#### **C.4. Respondent Identifying Information**

The Respondent must provide the following identifying information:

- a. name and address of the firm submitting the proposal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices, and other facilities that relate to the Respondent's performance under this RFP;
- f. name, address, business and home telephone number, and fax number of the Respondent's principal contact person regarding the Contract;
- g. name, address and location in Texas that relate to the Respondent's performance of all services;
- h. the Respondent's Federal Employer Identification Number and Texas Tax Identification/Registration Number, if any;
- i. full name and address for each member, partner, associate, and key employee of the Respondent (and any subcontractors) who will perform services on this project;
- j. a statement regarding the financial stability of the Respondent, including the ability of the Respondent to perform the requisite services and additional services included in its response;
- k. detailed description of any company ownership changes which have occurred in the last five (5) years, including changes pending;
- l. all affiliated companies and subsidiaries, or any joint ventures or other affiliations; and
- m. an organizational chart showing who is responsible for the Services.

#### **C.5. Project Narrative**

The Respondent must include a project narrative that summarizes (1) its expertise and that of its proposed personnel and how its scanning procedures will ensure quality; (2) how its proposed Services, proposed project Work Plan and proposed project Transition Plan will meet the Council's requirements as described in this RFP and throughout the term of any contract resulting from this RFP; and (3) proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

#### **C.6. Workplan**

In its proposed Workplan, the Respondent must address each of the components of the Scope of Services included in Appendix B of this RFP. The final Work Plan will be subject to prior negotiation and written approval by the Council before acceptance and attachment to the Contract. Respondents shall be responsible for ensuring the comprehensive, practical content of the Work Plan submitted with the proposal and should not expect the Council to provide extensive drafting, revisions, or to negotiate extensively prior to approval; to this end, Respondents should submit the best Work Plan possible with their proposals.

#### **C.7. Transition Plan**

In this section, the Respondents shall include a proposed Transition Plan that details how the Respondent will seamlessly transition into providing the Services. Additionally, the Transition Plan must include how the Respondent will transition services to another supplier of services. If the Council terminates the Contract and resumes the provision of the contracted or similar digital imaging services or selects another digital imaging firm to provide those services. The Successful Respondent shall comply with the final agreed Transition Plan and shall cooperate with the Council to ensure a prompt transition to and resumption of services by either the State or successor digital imaging firm.

Through these documents, the Respondent must demonstrate extensive experience in and understanding of the requirements for providing digital imaging services.

### **C.8. Respondent's Experience and References**

The Respondents must include in their proposal a detailed overview of the Respondent's experience providing digital imaging services, with a particular emphasis on serving public sector entities. The Respondent must include a list of exactly five (5) client references and projects where past work performed by the Respondent on projects of a similar nature would typify the qualifications of the Respondent. For each client reference and project, include the following information:

- a. Client name;
- b. Client contact person, address, and telephone number;
- c. A complete description of the work performed and deliverables provided;
- d. For client references that are public entities, Respondents must provide an accurate description of the cost of the work performed, and whether it was done as a percentage fee, fixed-fee, or some other method; and
- e. For client references that are public entities, a specific description of any savings the client achieved by using the Respondent's services, documented savings and service improvements.

### **C.9. Respondent's Proposed Project Personnel and Organizational Information**

Proposals must identify all key personnel who are to be part of the proposed Contract team and detail their experience. The Council reserves the right, in its sole discretion, to approve each member of the team and to request substitutions.

The Respondent must submit resumes for all proposed key personnel and must provide for each person:

- a. a full name (including full middle name);
- b. a specific description of relevant experience and skills that each proposed project personnel has with the Services or similar services (limit to one page);
- c. the specific proposed role the individual will have in the Contract; and
- d. any additional helpful information to indicate the individual's ability to aid the Respondent in successfully completing the Services (limit to one page).

The Respondent must provide a detailed statement of the number of individuals and the salary levels of those individuals connected with the performance of the work detailed in the proposal.

Resumes must present the required personnel information in sufficient detail to provide the Council with a convincing indication that the personnel involved can successfully provide the Services. The key personnel, as identified in the proposal, are considered to be essential to the Services. No substitutions of key personnel following Contract award will be made without the prior written consent of the Council. All requested substitutes must be submitted to the Council, together with their resumes, for approval, in accordance with this RFP and the Contract.

The Respondent must provide the following information regarding its organizational structure:

1. describe its organization in detail and submit a current organizational chart with its proposal, indicating lines of authority, names, titles, and functions of individuals assigned;
2. provide the locations of its other service areas, if applicable, and describe the nature of the services provided;
3. provide the date it began providing digital imaging services;
4. discuss what distinguishes it and its services from other digital imaging firms;

5. provide a list of the organizations with whom it is directly affiliated, or with whom it is affiliated through providing joint services and describe the nature of each affiliation in detail;
6. provide the name of the accounting firm that audits the Respondent's firm, and period of time audits have been performed by the accounting firm;
7. provide a detailed description of health care benefits to be provided for the individuals who will receive compensation in connection with performance of the contract, and the cost to the Respondent of providing such benefits;
8. provide a detailed description of retirement benefits to be provided for the individuals who will receive compensation in connection with performance of the contract, and the cost to the Respondent of providing such benefits;
9. provide a detailed description of workers compensation insurance to be provided for the individuals who will receive compensation in connection with performance of the contract, and the cost to the Respondent of providing such benefits;
10. provide a detailed description of any employee rights or personnel policies that employees of the Respondent are entitled or subject to;
11. provide a detailed description of all charges filed against the Respondent, or any person or entity affiliated with the Respondent, alleging discrimination or unfair labor practices with any state or federal agency or state or federal court in the five years preceding the submission of the proposal, together with a description of the resolution, if any, of each charge;
12. provide a detailed description of any convictions for bribery or similar offenses entered against the Respondent or any person or entity affiliated with the Respondent;
13. provide the Respondent's most current independent (third party) documentation of the Respondent's financial stability and viability such as: annual financial statements; certified compilation reports or balance sheets and income statements (on a GAAP or full accrual basis); prior tax returns; certified profit and lost statements; or authorized lines of credit;
14. identify the parties, jurisdiction, case number, and subject matter if the Respondent or any person or entity affiliated with the Respondent is currently, or within the past five years has been, a party to any litigation directly or indirectly related to the conduct of the Respondent's business;
15. identify any potential contractors or subcontractors that qualify as historically underutilized businesses, as defined in Government Code, Chapter 2161 and further clarified by Title I, Part 5, Chapter 111, Subchapter B, Texas Administrative Code (relating to Executive Administration Division of the Texas Building and Procurement Commission) and listed in the directory published by the Texas Building and Procurement Commission in compliance with Government Code Section 2161.064 and Title I, Part 5, Chapter 111, Subchapter B, Section 111.22 of the Texas Administrative Code; and
16. the percentage of the Respondent's revenues that this project will represent.

#### **C.10. Conflicts of Interest**

The Respondent must disclose in its proposal any existing or potential conflicts of interest or appearances of impropriety relative to the Respondent's selection as the Successful Respondent. Proposals must list in chronological order all past, present and anticipated future contractual, business, financial, adversarial or personal relationships between the Respondent, its principals, clients and employees and the Council. For each item, the Respondent must provide a detailed explanation of why the Respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to the Respondent's selection as the Successful Respondent.

#### **C.11. Cost Proposal; Insurance Coverage**

The Respondent must complete and return with its proposal Appendix J, including all proposed fees under the Contract. These fees and costs are subject to negotiation in the best interests of the Council and the State of Texas and will be negotiated prior to contract signature. No amounts other than final contracted costs will be paid. Proposed fees must be all inclusive and will remain firm throughout the Contract term unless specific items

with identifiable costs, are deleted from the Contract under the provisions of Appendix B of this RFP; in such event, the Successful Respondent's fees shall be decreased. No fee increases will be approved.

Each Respondent must also include, in Appendix K, proof of the minimum insurance coverage specified in Section IX of the Sample Contract attached as Exhibit D to this RFP. Each Respondent should also describe other insurance coverage maintained by the Respondent in the ordinary course of business and provide proof of same in its proposal. Proof of insurance coverage may be provided in the form of current certificates of insurance with the Council named as a certificate holder.

#### **C.12. Evaluation Process**

Prior to the receipt of proposals, the Council will establish an Evaluation Committee. The Evaluation Committee will include employees of the Council and may include other impartial individuals who are non-Council employees.

The Evaluation Committee Chairperson, with the assistance of legal counsel, will review all proposals for compliance and thoroughness. The Chairperson will then distribute copies of those proposals found to be in compliance to the members of the Evaluation Committee for their independent review.

Proposals will be evaluated under the criteria and according to the weights in the evaluation form, attached as Appendix H to this RFP.

The Evaluation Committee may elect to require an oral presentation from one (1) or more of the top qualified Respondents of the information contained in their proposals. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from such top-qualifying Respondents, and will not represent any decision on the part of the evaluation committee as to the selection of a the Successful Respondent.

Upon completion of its independent review and any oral presentations, the Evaluation Committee may convene one or more times to discuss the proposals as a group. When all proposals have been thoroughly discussed, Committee members will score each proposal.

The Evaluation Committee may, but shall not be required to, in its discretion, enter into preliminary negotiations with one (1) or more of the Respondents whose proposals received the highest scores based on the evaluation criteria described in Appendix H under procedures set forth in this section. The Evaluation Committee may, in its discretion, eliminate the preliminary negotiations and proceed directly to submission of a written recommendation to the Council.

If the Evaluation Committee decides to conduct preliminary negotiations, the negotiations will be preliminary in nature, limited in scope to enhancements to the written proposals and not binding on the Council unless and until incorporated into a fully executed Contract, if any.

Examples of enhancements are additional services, allocations of personnel, accelerated timelines and lower costs. Despite the possibility of preliminary negotiations for enhancements, the Respondents are strongly encouraged to submit their best and final offer in the original proposal.

When all proposals have been evaluated, the Evaluation Committee will then prepare a report to the Council identifying the proposal that is the best proposal after consideration of the evaluation criteria described in this Section. The Council shall make the final decision regarding the award of the contract.

Upon the Council's selection of an apparent Successful Respondent, the Council will proceed with contract negotiations and attempt to finalize a written contract with the apparent Successful Respondent. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Respondent may commence. This process may continue until a

contract is signed or the RFP is withdrawn. However, the Council may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations.

A written notice will be sent to all Respondents immediately following execution of a written contract.

## APPENDIX D: SAMPLE CONTRACT

### DIGITAL IMAGING SERVICES CONTRACT BETWEEN THE STATE COUNCIL ON COMPETITIVE GOVERNMENT AND

Contract No. [ ]

This agreement ("Contract") is entered into by the State Council on Competitive Government (CCG), an agency of the State of Texas, and \_\_\_\_\_ ("Contractor"), located at \_\_\_\_\_.

#### I. Recitals

**Whereas**, on \_\_\_\_\_ CCG issued a Request for Proposals from qualified, independent firms to perform digital imaging services and on \_\_\_\_\_ issued its official response to questions (collectively "RFP"); and

**Whereas**, the CCG will appoint a Contract Administrator that will serve at the discretion of the Council under this Contract on behalf of the State of Texas; and

**Whereas**, the Contractor submitted a proposal dated \_\_\_\_\_, in response to CCG's RFP ("Proposal"); and

**Whereas**, the Contractor was selected to perform digital imaging services.

The parties hereby agree as follows:

#### II. Authority

This Contract is entered into pursuant to Gov't Code, chapter 2162.

#### III. Services, Standards of Performance and Contract Administration

The Contractor shall provide digital imaging services and the deliverables described in and in the manner required by all of the following documents:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: The Contractor's Proposal and the Contractor's Best and Final Offer

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract. In addition, Contractor's initial task under this contract is the development of a mutually agreeable detailed work plan to be incorporated into this Contract as an exhibit, which work plan shall constitute an additional Standard of Performance.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: The Contractor's Proposal and the Contractor's Best and Final Offer
7. Exhibit F: The Work Plan

The Contractor shall provide all of the above services as well as reasonably related services in accordance with all applicable professional standards of a Contractor providing digital imaging services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to digital imaging services in the manner required by this Contract.

The Contract Administrator will serve as the point of contact between the agency and the Contractor. The Contract Administrator shall supervise the review of the Contractor's technical work, deliverables, payment requests, schedules, financial budget administration and similar matters. The Contract Administrator does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

#### **IV. Personnel**

The Contractor shall assign only qualified personnel to this Contract. As of the date of CCG's execution of this Contract, the Contract Administrator has authorized the key personnel listed in Exhibit D of this Contract to provide services under this Contract. The Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. The Contractor shall provide to CCG and the Contract Administrator prior written notice of any proposed change in key personnel involved in providing services under this Contract.

#### **V. Payments**

Prior to authorizing payment to the Contractor, the Contract Administrator shall evaluate the Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to the PSA's and the Contract Administrator for Services performed. Invoices must be submitted not later than the 15<sup>th</sup> day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon each participating state agency's receipt of funds appropriated by the Texas Legislature.

## **VI. Term and Termination**

This Contract shall become effective on the date signed by the Chair of the CCG, who shall sign after the Contractor signs, and shall terminate upon \_\_\_\_\_ unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. CCG may, in its sole discretion, terminate this Contract upon thirty (30) calendar day's written notice to the Contractor. Such notice may be provided by facsimile or certified mail, return receipt requested and is effective upon the Contractor's receipt.

## **VII. Confidentiality and Open Records**

Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that CCG will comply with the Texas Public Information Act, Gov't Code, chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. CCG agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this contract. The Contractor will cooperate with CCG in the production of documents responsive to the request. The Contractor may request that CCG seek an opinion from the Attorney General of the State of Texas. However, CCG will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify CCG's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting the disparity study. This Contract and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Contract may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

## **VIII. Insurance and Other Security**

The Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide CCG with current certificates of insurance or other proof acceptable to CCG of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, including professional liability, personal injury and advertising injury with the following limits: \$1,000,000 minimum each occurrence; \$2,000,000 per general aggregate.

The Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. The Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to CCG. The Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide CCG with an executed copy of the policies immediately upon request.

## **IX. INDEMNIFICATION**

**CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.**

**IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY AND PROTECT CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM THE CONSEQUENCES OF CCG OR ITS OFFICERS', AGENTS', REPRESENTATIVES' OR EMPLOYEES' OWN NEGLIGENCE, PROVIDED, HOWEVER THAT SUCH INDEMNITY SHALL BE LIMITED BY BOTH OF THE FOLLOWING:**

**(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES, THE CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY SUCH CLAIMS; AND**

**(2) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL NOT APPLY WHEN THE NEGLIGENCE OR OTHER LIABILITY OF THE CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES IS THE SOLE CAUSE OF SUCH CLAIMS.**

## **X. Dispute Resolution**

The dispute resolution process provided for in Gov't Code Chapter 2260 shall be used by CCG and the contractor to resolve any dispute arising under the Contract.

## **XI. Representations, Warranties, and General Provisions**

### **11.1. Family Code**

Under Section 231.006 of the Texas Family Code (relating to child support), the Contractor represents and warrants that the Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

### **11.2. Eligibility**

Under Gov't Code § 2155.004 (relating to certain taxes), the Contractor represents and warrants that the Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be

terminated and payment withheld if this representation and warranty is inaccurate. The Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

### **11.3. Liability for Taxes**

The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. CCG shall not be liable for any taxes resulting from this Contract.

### **11.4. HUBs**

The Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, chapter 2161.

### **11.5. Amendments**

Except as provided in Section 11.12 of this Contract, this Contract may be amended only upon written agreement between CCG and the Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

### **11.6. Applicable Law; Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

### **11.7. Strict Compliance**

Time is of the essence in the performance of this Contract. The Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

### **11.8. Assignments**

Without the prior written consent of CCG, the Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

### **11.9. Partially Completed Work**

No later than the first calendar day after the termination of this Contract, or at CCG's request, the Contractor shall deliver to CCG all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. The Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the CCG.

#### **11.10. Federal, State, and Local Requirements**

The Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. The Contractor shall comply with all federal and State tax laws and withholding requirements. The Council shall not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. The Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

#### **11.11. Severability Clause**

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### **11.12. Applicable Law and Conforming Amendments**

The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. CCG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for CCG's or the Contractor's compliance with all applicable State and federal laws, and regulations.

#### **11.13. No Waiver**

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to CCG. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CCG does not waive any privileges, rights, defenses, or immunities available to CCG by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

#### **11.14. No Liability Upon Termination**

If this Contract is terminated for any reason, CCG and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor is entitled to the remedies provided in Gov't Code, chapter 2260.

#### **11.15. Independent Contractor**

The Contractor shall serve as an independent Contractor in providing services under this Contract. The Contractor's employees are not and shall not be construed as employees of the State of Texas.

#### **11.16. Limitation on Authority; No Other Obligations**

The Contractor shall have no authority to act for or on behalf of CCG or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or CCG.

#### **11.17. Patent, Trademark, Copyright and Other Infringement Claims**

The Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or the Contractor's use of or acquisition of any services or other items provided to the State of Texas by the Contractor or otherwise to which the State of Texas has access as a result of the Contractor's performance under this Contract, provided that the State shall notify the Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If the Contractor is notified of any claim subject to this section, the Contractor shall notify CCG of such claim within five (5) working days of such notice. No settlement of any such claim shall be made by the Contractor without CCG's prior written approval. The Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. The Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

#### **11.18. Supporting Documents, Retention; Right to Audit; Independent Audits**

The Contractor shall maintain and retain supporting fiscal and any other documents adequate to ensure any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the "Work" as defined in paragraph 11.30 of this Contract. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by CCG and any authorized agency of the State of Texas, including review by the State Auditor under Gov't Code chapter 321. The Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the CCG and the State of Texas to immediately assess appropriate damages for such failure. The Comptroller may require, at the Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of the Contractor's books and records or the State's property. The acceptance of funds by the Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

#### **11.19. Deceptive Trade Practices; Unfair Business Practices**

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

#### **11.20. Equal Opportunity**

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

#### **11.21. Antitrust**

The Contractor represents and warrants that neither the Contractor nor any firm, corporation, partnership, or institution represented by the Contractor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, chapter 15, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

#### **11.22. No Conflicts**

The Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that the Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

#### **11.23. Financial Interests; Gifts**

The Contractor represents and warrants that neither the Contractor nor any person or entity that will participate financially in this Contract has received compensation from CCG or any agency of the State of Texas for participation in preparation of specifications for this Contract. The Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

#### **11.24. Buy Texas, Product Preference**

The Contractor represents and warrants that it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time. Contractor represents and represents that it will give preference to products from workshops, organizations, or corporations whose primary purpose is training and employing individuals having mental retardation or physical disabilities if these products meet State's specifications regarding quantity, quality, delivery and life cycle costs.

#### **11.25. Felony Criminal Convictions**

The Contractor represents and warrants that the Contractor has not and the Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised CCG as to the facts and circumstances surrounding the conviction.

#### **11.26. Notices**

Any written notices required under this Contract will be by either hand delivery to the Contractor's office address specified on Page 1 of this Contract or to CCG, 1711 San Jacinto Blvd., Austin, TX 78711 or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

#### **11.27. False Statements; Breach of Representations**

By signature to this Contract, the Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If the Contractor signed its proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, the Contractor shall be in default under this Contract and CCG may terminate or void this Contract for cause and pursue other remedies available to CCG under this Contract and applicable law.

#### **11.28. Force Majeure**

Except as otherwise provided, neither the Contractor nor CCG nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by *force majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

#### **11.29. Debts or Delinquencies to State**

The Comptroller is prohibited from issuing any payment to a person or entity who has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

#### **11.30. Work Made for Hire**

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of CCG. All right, title and interest in and to said property shall vest in CCG upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in CCG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to CCG.

CCG shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give CCG and/or the State of Texas, as well as any person designated by CCG and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

#### **11.31. Default**

If the Contractor is found to be in default under any provision of this Contract, CCG may cancel the Contract without notice and either re-solicit or reward the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to CCG including but not limited to reprourement costs, and any consequential damages to the State of Texas or CCG resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

### **XII. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

### **XIII. Merger**

This Contract contains the entire agreement between the Contractor and CCG and supersedes any prior understandings or oral or written agreements between CCG and the Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by CCG and the Contractor.

**State Council on Competitive Government**

**[The Contractor]**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Wayne Roberts, Chair Designee**

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

**Office of the Governor**

Title: \_\_\_\_\_

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

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

Approved as to Form:

\_\_\_\_\_

Ingrid K. Hansen, General Counsel, TBPC

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

**EXHIBIT A OF SAMPLE CONTRACT  
COUNCIL’S RFP**

The Council’s RFP issued \_\_\_\_\_ and, the Council’s official response to questions dated \_\_\_\_\_ (collectively “RFP”), is incorporated by reference into this Contract as Exhibit A of this Contract.

**Initial for identification:**

\_\_\_\_\_  
**State Council on Competitive Government**  
Date: \_\_\_\_\_

\_\_\_\_\_  
**[Contractor]**  
Date: \_\_\_\_\_

**EXHIBIT B OF SAMPLE CONTRACT  
AUTHORIZED KEY PERSONNEL**

This Exhibit B is incorporated into this Contract.

**Authorized Key Personnel:**

| <b>Name</b> | <b>Title</b> |
|-------------|--------------|
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**Initial for identification:**

\_\_\_\_\_  
**State Council on Competitive Government**  
Date: \_\_\_\_\_

\_\_\_\_\_  
**[The Contractor]**  
Date: \_\_\_\_\_

**EXHIBIT C OF SAMPLE CONTRACT  
FINAL WORKPLAN AND TRANSITION PLAN**

Upon final written approval of the Council's Project Manager, the final agreed upon Project Workplan shall be incorporated by reference into this Contract as Exhibit C.

**Initial for identification:**

\_\_\_\_\_  
**State Council on Competitive Government**  
Date: \_\_\_\_\_

\_\_\_\_\_  
**[The Contractor]**  
Date: \_\_\_\_\_

**EXHIBIT D OF SAMPLE CONTRACT  
CONTRACTOR’S PROPOSAL**

The Contractor’s Proposal dated \_\_\_\_\_ is incorporated by reference into this Contract as Exhibit D.

**Initial for identification:**

\_\_\_\_\_  
**State Council on Competitive Government**  
Date: \_\_\_\_\_

\_\_\_\_\_  
**[The Contractor]**  
Date: \_\_\_\_\_

## **EXHIBIT E OF SAMPLE CONTRACT STANDARDS OF PERFORMANCE**

These Standards of Performance are incorporated into this Contract as Exhibit E.

The following are minimum Standards of Performance that will be incorporated into the final signed Contract. The Respondents must purpose additional Standards of Performance in their proposals.

1. Contractor must ensure Services comply with all requirements of applicable federal, state and local statutes, regulations, guidelines and procedures for such Services;
2. Contractor must adhere to State and federal laws regulating digital imaging services at all times.
3. Contractor must meet all requirements of the final Workplan and provide all deliverables included in the Contract;
4. Contractor must comply with all reporting requirements in the RFP.
5. Contractor must attend all required progress meetings as defined in the RFP.
6. Contractor must perform all Services in a timely manner.
7. Contractor must perform Services as defined in Appendix B of the RFP.

**APPENDIX E  
TEXAS FAMILY CODE CERTIFICATION**

**If the Respondent is on the Texas Building and Procurement Commission's Centralized Master Bidders List, the Respondent must certify as set forth below by signing and dating this form in the blanks provided. All other Respondents must supply all the information required on this form. In either case, the properly completed form must be included as part of the Respondent's proposal for this RFP.**

Under Section 231.006, Family Code, the Respondent certifies that the individual or business entity named in this Contract, bid, proposal, or offer is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

To comply with Section 231.006, this form must be signed by the person who is authorized to sign and submit a proposal on behalf of a business entity that is subject to Section 231.006, and thereby binds the Respondent. This form must be returned with the proposal.

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Authorized Personnel

\_\_\_\_\_  
Title of Authorized Personnel

**If the Respondent submitting this proposal is not on the Texas Building and Procurement Commission's Centralized Master Bidders List, the following information must be completed before the Respondent's proposal will be considered.**

**Please Circle Business type:** *Sole proprietorship partnership corporation other (explain)*

**Name and Social Security Number of the individual or sole proprietor and/or each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the proposal:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

**RESPONDENTS MUST COMPLETE AND RETURN THIS APPENDIX E WITH THEIR PROPOSALS.**

**APPENDIX F**  
**EXECUTION OF PROPOSAL**

1. By signature hereon, the Respondent represents and warrants its intent to furnish the requested Services at the prices negotiated and to comply with all terms, conditions, and requirements set forth in the Council's Request for Proposals and the Respondent's proposal in the order of priority set forth in the Sample Contract.
2. By signature hereon, the Respondent represents and warrants that it has no actual or potential conflicts of interest in submitting a proposal in response to this Request for Proposal or entering into any resulting Contract, and that the Respondent submitting such proposal or entering into such Contract will not reasonably create an appearance of impropriety.
3. By signature hereon, the Respondent represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal, this RFP or any resulting Contract.
4. By signature hereon, the Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if the Respondent is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. The Respondent represents and warrants that it holds a permit issued by the Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or represents and warrants that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. Under Section 2155.004, Texas Government Code, the Respondent represents and warrants that the individual or business entity named in its proposal or any resulting agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this representation and warranty is inaccurate.
5. By signature hereon, the Respondent hereby represents and warrants that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, nor anyone acting for such firm, corporation, or institution, has violated the antitrust laws of this state, codified in the *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
6. By signature hereon, the Respondent represents and warrants that all statements and information prepared and submitted in response to this RFP, its proposal or on any resulting Contract are current, complete and accurate.
7. By signature hereon, the Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from the Respondent's proposal.
8. If the Respondent qualifies as a Historically Underutilized Business (HUB) as defined under statutes of the State of Texas, the Respondent must indicate the applicable category.

☐ Black American                      ☐ Asian Pacific American                      ☐ Hispanic American  
☐ Native American                      ☐ American Women (of any ethnicity other than those listed)

9. By signature hereon, the Respondent represents and warrants that her/his business entity is not in arrears in payment of child support or in violation of Texas Family Code provisions pertaining to child support, or otherwise ineligible to receive any contract payment(s). The Respondent acknowledges that any contract resulting from this RFP may be terminated and payment(s) withheld at any time if this certification is false.
10. By signature hereon, the Respondent represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exists, between the Respondent and an employee of any Council or TBPC component, and the Respondent has not been an employee of any Council or TBPC component within the immediate twelve (12) months prior to the Respondent's execution of this document. By signature hereon, the Respondent represents and warrants that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a State agency that were previously employed during the immediate four (4) years prior to the Respondent's proposal. All such disclosures will be subject to administrative review and approval by the Council. The Respondent acknowledges that any contract resulting from this RFP may be terminated at any time, and payments withheld, if this information is false.

If Section 669.003 applies, the Respondent must complete the following. If Section 669.003 is not applicable, please mark with N/A.

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with the Respondent: \_\_\_\_\_

Date of employment with the Respondent: \_\_\_\_\_

11. By signature hereon, the Respondent represents and warrants that it has not received compensation for participation in the preparation of the specifications for the Council's RFP or any contract resulting from this RFP.
12. By signature hereon, the Respondent represents and warrants that its performance of this Contract, as applicable, meets or exceeds the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of any contract resulting from this RFP.
13. By signature hereon, the Respondent represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
14. By signature hereon, the Respondent represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA).
15. By signature hereon, the Respondent represents and warrants that it will, in its performance of any contract resulting from this RFP as applicable, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.
16. By signature hereon, the Respondent represents and warrants its compliance, in its performance of any contract resulting from this RFP as applicable, with the requirements of Section 2155.441 of the Texas Government Code, by giving preference to products from workshops, organizations, or corporations whose primary purpose is training and employing individuals having mental retardation or physical disabilities if these products meet state specifications regarding quantity, quality, delivery, life cycle costs, and price.

**Authorized signatory on behalf of the Respondent must complete and sign the following:**

|                                                      |                                       |
|------------------------------------------------------|---------------------------------------|
| _____<br><b>Authorized Signature</b>                 | _____<br><b>Date Signed</b>           |
| _____<br><b>Title of Authorized Signature</b>        | _____<br><b>Phone Number</b>          |
| _____<br><b>Company Name</b>                         | _____<br><b>Fax Number</b>            |
| _____<br><b>Texas Taxpayer Identification Number</b> | _____<br><b>E-Mail Address</b>        |
| _____<br><b>Physical Street Address</b>              | _____<br><b>City, State, Zip Code</b> |
| _____<br><b>Mailing Address, if different</b>        | _____<br><b>City, State, Zip Code</b> |

**RESPONDENTS MUST COMPLETE AND RETURN THIS APPENDIX F WITH THEIR PROPOSALS.**

## APPENDIX G

### [The Successful Respondent] CRIMINAL CONVICTION CERTIFICATION

This Criminal Conviction Certification Form will become a part of the contract (“Contract”).

To help ensure the qualifications of the individual employees the Successful Respondent proposes in the performance of the Contract, Successful Respondent shall satisfy the following condition:

**“The Successful Respondent must take appropriate steps to become informed as to each proposed employee’s criminal convictions, if any, and must inform the State Council on Competitive Government (“Council”) Contract Administrator of any such criminal convictions prior to approval by the Council’s Contract Administrator. Falsification of the facts relating to criminal convictions or any other information furnished by the Successful Respondent to the Council will be grounds for contract termination or for any other remedies available to the Council under the contract, at law or in equity.”**

The Successful Respondent must have an authorized company representative sign this letter in the blank provided below, and return the signed form along with the other required paperwork.

As an aid in confirming the qualifications of those employees of the Successful Respondent who will or may be assigned to the Contract, by signing this form and checking the appropriate space, the Successful Respondent states that, to the best of its knowledge, all assigned employees have no criminal convictions. If one or more individuals have felony convictions, the Successful Respondent must describe the nature and timing of each conviction in a separate letter.

If the Council becomes aware that the completed certification form is false, or if the Successful Respondent fails to promptly advise the Council of a criminal conviction occurring after the certification becomes effective, the Council shall have the option to terminate the Contract without further obligation to the Successful Respondent.

\_\_\_\_\_The Successful Respondent certifies that all currently assigned employees have no criminal convictions.

\_\_\_\_\_The Successful Respondent will notify the Council’s Contract Administrator if any future proposed employee has any criminal conviction or if any information for any assigned employee has changed.

\_\_\_\_\_The Successful Respondent certifies the following information describes the nature and timing of each conviction for each employee listed. The Successful Respondent will promptly notify the Council’s Contract Administrator of any changes or updates the information provided. (Please attach a separate letter explaining these convictions.)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**RESPONDENTS MUST COMPLETE AND RETURN THIS APPENDIX G WITH THEIR PROPOSALS.**

## **APPENDIX H THE RESPONDENT RFP EVALUATION DATA SHEET**

### **H.1. Minimum Criteria - No Points**

Only those proposals that meet minimum qualifications will be evaluated. Minimum qualifications are:

- **APPENDIX A** - The Respondent must complete and sign the Nondisclosure Agreement in Appendix A; this agreement must be signed by a person legally authorized to bind the Respondent to the representations in the proposal ***and must be returned with the proposal.***
- **APPENDIX C** - The Respondent must organize its proposal in the manner described in Appendix C, Section 1 of this RFP and include all required information, references, responses and signatures ***with the proposal.*** The Respondent must submit its transmittal letter with the proposal and must include all provisions called for in Appendix C, Section 2 of this RFP, and be signed by a person legally authorized to bind the Respondent to the representations in the proposal and must state that the offer remains open for a period of one hundred twenty (120) days from the deadline for submission of proposals. ***The transmittal letter must be submitted with the proposal.***
- **APPENDIX C** - The Respondent must provide an executive summary of its proposal as specified in Exhibit C, Section 3 containing a full and concise summary of the contents, identify services that are provided beyond those specifically requested, and any items that do not meet specific requirements of the RFP. This information ***must be provided in the proposal.***
- **APPENDIX C** - The Respondent Identifying Information and proposed Subcontractor(s) identifying information and statement(s) (if any) must be complete as specified in Appendix C, Section 4 of this RFP; ***this information must be clearly stated in the proposal.***
- **APPENDIX C** - The Respondent must include the project Narrative, Workplan and Transition Plan as specified in Appendix C, Sections 5, 6 and 7 of this RFP. This information ***must be provided in the proposal.***
- **APPENDIX C** - The Respondent (Qualifications and Experience) must detail the Respondent's experience providing the proposed services as specified in Appendix C, Section 8 of this RFP, ***and all information must be submitted with the proposal.***

- **APPENDIX C** - The Respondent must describe all Proposed Subcontractor(s) Project Personnel and Organizational Information, and identify key personnel, describe the Respondent's organization in detail, and provide relevant miscellaneous information as specified in Appendix C, Section 9 of this RFP. This information ***must be provided in the proposal.***
- **APPENDIX C** - ***The Respondent must disclose in its proposal*** any existing or potential Conflicts of Interest or appearances of impropriety as specified in Appendix C, Section 10 of this RFP; the Respondent must demonstrate that it can provide the services under this RFP free from outside direction, control, and influence, as determined by the Council.
- **APPENDIX C** - The Respondent must provide insurance information pursuant to Appendix C, Section 11 of this RFP. This information ***must be provided in the proposal.***
- **APPENDIX E** - The Respondent must complete and sign the Texas Family Code Certification in Appendix E; this form must be completed and signed by a person legally authorized to bind the Respondent to the representation in the proposal and form ***and must be returned with the proposal.***
- **APPENDIX F** - The Respondent must complete and sign the Execution of Proposal in Appendix F; this Appendix must be signed by a person legally authorized to bind the Respondent to the representations in the proposal ***and must be returned with the proposal.***
- **APPENDIX G** - The Respondent must complete and sign the Criminal Conviction Certification in Appendix G, this Appendix must be signed by a person legally authorized to bind the Respondent to the representations in said certificate ***and must be returned with the proposal.***
- **APPENDIX J** - The Respondent must complete, sign and provide Appendix J detailing the Respondent's proposed all inclusive fees ***and return the completed, signed Appendix with the proposal.***
- **APPENDIX K** - Each Respondent must furnish evidence with its response to this RFP of the Insurance and Bond Coverage described in Appendix K.

Proposals that meet the minimum qualifications will be evaluated based on percentages using the following criteria:

## **H.2. Demonstrated Experience – 25%**

The Respondent's demonstrated experience in providing the requisite or similar digital imaging services to the public sector and other clients.

**H.3. References, Relevance and Satisfaction Level – 15%**

Satisfaction level of Respondent's references in providing the requisite or similar digital imaging services to the public sector and other clients.

**H.4. Cost – 25%**

The Respondent's proposed cost structure.

**H.5. Workplan and Transition Plan – 35%**

The completeness and clarity of the proposed Workplan and Transition Plan.

## **APPENDIX I PROTEST PROCEDURES**

### **I.1. Protest of Issuance of RFP**

A potential Respondent who objects to the form or content of this RFP may protest its issuance. To protest the issuance of this RFP, a written protest must be filed with the Issuing Office within seventy-two (72) hours after it is posted electronically on the Electronic State Business Daily. To be filed timely, such protest must be received in the office of the Council Clerk, Jim Scogin, 1711 San Jacinto Blvd., Austin, TX 78701. To be considered, the protest must contain an identification of any statutory provision or procurement procedure allegedly violated a brief statement of relevant facts, an identification of the issue or issues to be resolved, arguments and authorities in support of the protest, and an affidavit that the contents of the protest are true and correct. If the Clerk finds merit in the protest, this RFP or the schedule of events relating to this procurement may be modified accordingly. Otherwise, the protest will be deemed rejected. If no protest is received within the seventy-two (72) hour time frame, a potential Respondent will be deemed to have waived irrevocably its right to protest either the form or content of this RFP.

### **I.2. Protest of Award of Contract**

To protest the award of the contract, protesting parties must fully comply with the procedures set forth in Council Rule 1 TAC 401.62.

According to Council Rule 1 TAC 401.62, a protest must contain:

- (1) A precise statement of the relevant facts;
- (2) An identification of the issue or issues involved;
- (3) Argument and authorities in support of the protest;
- (4) A statement that copies of the protest were mailed or delivered to the affected state agency or agencies and all other interested parties; and
- (5) A sworn affidavit certifying that all information submitted to the Council by or on behalf of the person filing the protest is true and correct.

If the protest is not withdrawn or resolved by mutual agreement, the Council Clerk shall issue a written recommendation regarding disposition of the protest within ten business days of receipt of the protest to members of the Council. The recommendation shall suggest that the protest be sustained or denied and set forth reasons for the recommendation. The recommendation may also specify appropriate remedial action including, but not limited to, entry of an order declaring the contract void. In addition to members of the Council, the Clerk shall provide a copy of the recommendation to the protesting party, affected state agency or agencies, and all other interested parties.

The recommendation of the Clerk may be approved, rejected, or modified by the Council. The Council's disposition of the protest shall be made in open meeting of the Council. The Council's decision shall be the final administrative action of the Council relating to the protest. Unless the Council finds good cause exists for a delay or the Council determines that a protest raises issues significant to procurement practices or procedures, a protest that is not filed within the proper time period will not be considered.

In this section:

- (1) "Interested party" is a person submitting a proposal for the contract involved; and
- (2) "Affected state agency" is an agency providing all or part of the state service that is the subject of the proposal; and
- (3) "Affected state employee" is a state employee whose job is part of an identified state service subject to a contract awarded by the Council.

## APPENDIX J COST PROPOSAL

### J.1. Price evaluation

Price evaluation of the Respondent's proposal will be based on the information provided in this Appendix J, Cost Proposal. Final pricing offered by the Successful Respondent shall be incorporated into any resulting contract. The Successful Respondent's sole compensation shall be based on this Exhibit J, Cost Proposal.

The Pricing Table that follows must be completed by Respondent in its entirety.

| Component                         | Component Description                                    | Pricing Criterion    | Other Criteria     | Respondent's Charge |
|-----------------------------------|----------------------------------------------------------|----------------------|--------------------|---------------------|
| Image Capture                     |                                                          | Per Image            | Low (200 dpi)      |                     |
|                                   |                                                          |                      | Medium (300 dpi)   |                     |
|                                   |                                                          |                      | High (400 dpi)     |                     |
| Large Document Scanning "36 – 54" |                                                          | Per Image            |                    |                     |
| Pdf/jpeg conversion               | Conversion from tiff to pdf/jpeg                         | Per image            | N/A                |                     |
| Microfilm/ Microfiche Conversion  | Conversion of microfilm or microfiche to a digital image | Per Image            | Microfilm          |                     |
|                                   |                                                          | Per Image            | Microfiche         |                     |
| Index Field Charge                |                                                          | Per Document         | Agency Barcode     |                     |
|                                   |                                                          |                      | 10-15 Characters   |                     |
|                                   |                                                          |                      | 16-20 Characters   |                     |
|                                   |                                                          |                      | 21-25 Characters   |                     |
|                                   |                                                          |                      | 26-30 Characters   |                     |
|                                   |                                                          |                      | 31-35 Characters   |                     |
|                                   |                                                          |                      | 36-40 Characters   |                     |
| Re-preparation Fee                |                                                          | Per Document         | N/A                |                     |
| Storage Format                    | CD                                                       | Per CD               | N/A                |                     |
|                                   | DVD                                                      | Per disc             | N/A                |                     |
|                                   | Tape                                                     | Per tape             | N/A                |                     |
|                                   | Web based                                                | Per image            | Per month          |                     |
| Personnel                         | Project manager                                          | Per Hour             | N/A                |                     |
|                                   | Certified Digital Imaging Architect                      | Per Hour             | N/A                |                     |
| Load file                         | Load File Creation                                       | Job Dependent        | N/A                | *                   |
| Transportation                    | PickUp/Delivery                                          | Per Vehicle/Per Trip | Travis County only | *                   |

\*Respondent must describe how it will charge for this service as part of Appendix J in the Proposal.

Respondent should include pricing structure that can be scaled to address greater imaging quality, e.g., 99% - 100% accuracy = \$xxxx / image).

In addition to the pricing matrix above, please complete the matrix below that depicts a potential scenario that the Successful Respondent may encounter in delivering its services. The Respondent may include a narrative along with the completed matrix.

### Scenario Description

An agency has 10,000 paper files with 250,000 single side pages to be scanned at 200 dpi. Each file contains approximately 9 document types (Doc Type A, Doc Type B, etc.). The primary finding aide (index) for each file is a numeric string with two special characters 10 characters long (ex. 101-25-297). Record series is to be scanned and uploaded to the agency's server. Agency would need the services of a Certified Digital Imaging Architect to help configure and set up the system. Boxes are to be picked up at the agency. Records need to be prepped (staples, paper clips removed, etc.) and put back in order in the boxes. Boxes are to be returned to the agency after scanning and verification.

| Component                                       | Pricing Criterion    | Volume | Pricing | Total Cost |
|-------------------------------------------------|----------------------|--------|---------|------------|
| Image Capture (200 dpi)                         | Per Image            | 250000 |         |            |
|                                                 |                      |        |         |            |
| Index Field Charge                              | Per Document         |        |         |            |
|                                                 | Barcode              |        |         |            |
|                                                 | 10-15 characters     | 10000  |         |            |
|                                                 | 16-21 characters     |        |         |            |
|                                                 | 22-25 characters     |        |         |            |
|                                                 | 26-30 characters     |        |         |            |
|                                                 | 31-35 characters     |        |         |            |
|                                                 | 36-40 characters     |        |         |            |
|                                                 |                      |        |         |            |
| Personnel - Certified Digital Imaging Architect | Per Hour             | 10     |         |            |
| Re-preparation fee                              | Per Hour             |        |         |            |
| Load File                                       | Job Dependent        |        |         |            |
|                                                 |                      |        |         |            |
| Transportation                                  | Per Vehicle/Per Trip | 0      |         |            |
|                                                 |                      |        |         |            |
| <b>Grand Total</b>                              |                      |        |         |            |

**APPENDIX K**  
**EVIDENCE OF INSURANCE COVERAGE**

Each Respondent must furnish evidence with its response to this RFP of the following Insurance and Bond Coverage. See Appendix D, Sample Contract Section D.9.

1. Standard Workers Compensation Insurance covering all individuals who will provide services under the Contract.
2. Commercial General Liability Insurance, \$500,000 minimum each occurrence limit, \$1,500,000 minimum aggregate limit.
3. Commercial Auto Insurance: \$1,000,000 combined single limit, and \$100,000 property damage.

## **APPENDIX L AGENCY INFORMATION**

### **L.1. Potential Demand**

The following are the total estimated images produced by previous contract:

2006 = 47 million  
2005 = 32 million  
2004 = 5 million  
2003 = 2 million

Below is a representative sampling of the state agencies that have participated in the previous contract:

Health and Human Services

Department of State Health Services

Texas State University

Office of Rural Community Affairs

Texas Commission on Environmental Quality

Texas Department of Transportation

Department of Public Safety

Commission of Fire Protection

Department of Assistive and Rehab Services

Department of Parks and Wildlife

Railroad Commission

The list of agencies that have requested imaging services and the number of estimated images over the last four years is merely a representation of the work performed. There is no guarantee that the same agencies or the number of images will occur in the subsequent contract.