



Request For Proposal #09-011 DIGITAL IMAGING & INDEXING OF PUBLIC RECORDS

RFP DEADLINE: TUESDAY, SEPTEMBER 8, 2009 at 4:30 p.m.
All proposals must be received on or before the above date and time
RFP OPENING: WEDNESDAY, SEPTEMBER 9, 2009 at 10:00 a.m.

DELIVERY LOCATION: WASHINGTON COUNTY PURCHASING
280 N. College Avenue, Suite 533
Fayetteville, AR 72701

CONTACTS PROPOSAL INFO: Jody Gamble, jgamble@co.washington.ar.us 479.444.1707 or
Kathy Riley, kriley@co.washington.ar.us 479.444.1669

The Washington County Circuit Clerk is requesting proposals from qualified vendors in accordance with the requirements of this solicitation for the digital imaging and indexing of public records.

RFP'S shall be submitted in sealed envelopes labeled "RFP 09-011" Digital Imaging & Indexing" the name & address of the respondent. If it is not, the envelope will be opened to be identified and the proposal enclosed therein will not be considered or counted in the tabulation.

Each respondent is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles and service as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of the proposal, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Respondent and County.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

TERMS AND STANDARD CONDITIONS

PLEASE READ CAREFULLY

1. When submitting a "Bid or Proposal", the bidder warrants that the commodities covered shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified.
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. **Vendors are to register and pay both taxes** directly to the Arkansas State Revenue Dept.
3. Discounts offered will be taken when the County qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "RFP", the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of product bid.
5. Identical Proposals: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this "RFP" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and / or models approved as equal to designated products shall receive equal consideration. All RFP's must meet or exceed the requirements of the documents and must be submitted on the proper forms as prepared and provided by the county.
7. Samples of items, when required, must be furnished free and, if not called for within 30 days from the date of the RFP opening, will become the property of Washington County.
8. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the RFP is opened. Quality, time and probability of performance will be some of the factors in making an award.
9. Guarantees and warranties should be submitted with the RFP, as they may be a consideration in making an award.
10. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
11. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
12. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
13. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
14. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

15. Any ambiguity in any proposal as the result of omission, error, lack of clarity or noncompliance by vendor with specification, instructions and all conditions of the Request for Proposals shall be construed in the light most favorable to the County.
16. The proposal and/or the letter which transmits the proposal to Washington County must be signed by an authorized officer of vendor or the proposal will not be considered.
17. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by vendor and the agent of Washington County.
18. Washington County reserves the right to reject any and all proposals, to accept in whole or in part, to waive any informalities or technicalities in proposals received, to accept proposals on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by vendor, to accept any item in the proposal. If unit prices and extensions thereof do not coincide, Washington County may accept the proposal for the lesser amount whether reflected by the extension or by the correct multiple of the unit price
19. It is solely and strictly the responsibility of vendor to ensure that the proposal is received by the Washington County Purchasing Department on or before the specified date and time. The County will in no way be responsible for delays caused by any occurrence. The response time will be and must be scrupulously observed. Under no circumstances will proposals delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Companies will not be allowed to withdraw or modify their proposals after the opening date and time.
20. **AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:**
Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this proposal is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any.

SECTION 1 – GENERAL INFORMATION

- 1.0 Background** Washington County (hereinafter referred to as “COUNTY”) is soliciting Requests for Proposals (hereinafter referred to as “RFP”) from vendors to provide the Circuit Clerk with the services related to imaging public records. The Circuit Clerk is responsible for the recording and safekeeping of the land and other public records of Washington County and is procuring various scanning and indexing services for approximately large bound Index Books for Deeds and Mortgages. All books must be scanned and indexed. Due to the historical nature of the books and their daily use in the courthouse, at no time can the books leave the Washington County Courthouse.
- 1.2 Standard of Performance** Vendor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by vendor will be documented and submitted to vendor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP, and shall be grounds for immediate termination of the contract. A review meeting will be called between vendor and Washington County when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. Washington County retains the absolute right to assess whether and when performance is subsequently acceptable.
- 1.3 Inquiries** Inquiries related to the RFP should be directed to the attention of Jody Gamble, Purchasing Director, (479) 444-1707. Any request for clarification must be submitted in writing by fax (479) 973-8401 or email to the Purchasing Department (jgamble@co.Washington.ar.us) no later than **Monday, August 31, 2009 @ 4:30 p.m.** There will be no response to questions received late. Any clarification given to a prospective vendor will be furnished in writing to all prospective vendors as an amendment, if such information modifies these specifications or is deemed to be necessary in responding to this RFP.
- 1.5 Proposal Format** Washington County prefers that vendor's response to this RFP be submitted in same item (paragraph) sequence as proposal - using same item (paragraph) numbers for reference. Washington County requests that Companies submit **one (1)** original and **four (4)** copies of their proposals plus **required** attachments. Companies are cautioned that only written information contained in this RFP (including amendments), are to be relied upon for preparation of a proposal.
- 1.6 Proposal Materials Conservation** Proposals shall be submitted on 8-1/2 x 11 inch paper. The proposal should follow the format laid out under Section 1.6. Binders, brochures, and materials not specified in the RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.
- 1.7 Award** Washington County reserves the right to reject any and all proposals, or any portion thereof, and readvertise if deemed necessary. Award will be made to vendor whose proposal conforms to the RFP and, in the sole judgment of Washington County, will be most advantageous to Washington County.
- 1.8 Contract** The contents of the RFP along with any amendments shall be incorporated into the final Contract documents. Due to the anticipated complexities of this contract relationship, Washington County reserves the right to negotiate final terms and conditions with vendor submitting proposals.

- 1.9 **Cost for Proposal Preparation** Washington County will not reimburse Company's cost incurred in the preparation and submission of proposals. All proposals shall become the property of Washington County upon submission. The County reserves the right to negotiate rates, terms and conditions from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Washington County, Arkansas.
- 1.10 **Telegraphic Proposals** Telegraphic or fax proposals sent directly to Washington County offices will **not** be considered.
- 1.11 **Acknowledgment of Amendments** Companies **must** acknowledge receipt of amendments by letter, telegram, or fax within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.
- 1.12 **Further Information** Companies are cautioned that Washington County is not obligated to ask for or accept after opening date, data that is essential for a complete and thorough evaluation of the proposal. Washington County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible.
- 1.13 **Proprietary Information** After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by vendor prior to submission of the RFP; however, net cost information may not be confidential.
- 1.14 **Insurance** All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure vendor pursuant to the terms of any contract resulting from the RFP. Vendor shall procure and maintain, at vendor's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County:
- a. Workers Compensation: As required by the State of Arkansas Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - c. Commercial Blanket Bond or equivalent coverage for theft/fraud by employees.
 - d. **Minimum** shall be the total amount of contract.
- 1.15 **Bonds.** Vendor will be required to furnish for the initial of the Contract a Performance Bond, in a form satisfactory to the County and issued by a surety company authorized to do business in the State of Arkansas, in the amount of the contract. An original and one (1) copy of the bond must be furnished at the time of Contract execution.
- 1.16 **Indemnification** Vendor hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge Washington County Government and any of its officers, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

SECTION 2 - QUALIFICATIONS OF VENDORS

2.1 ELIGIBILITY

It is the intent of Washington County to consider proposals from qualified vendors to ensure a successful implementation throughout the term of the contract. The following are minimum eligibility requirements to qualify vendor to bid on project:

1. Vendors are strongly encouraged to have a minimum of three (3) years of experience scanning and converting paper public records to digital images. The vendors are strongly encouraged to have at least three (3) Arkansas County references for which the scanning of public records services have been preformed of similar or greater scope and size including, County name, contact, address, phone and fax number.
2. Vendor are strongly encouraged to have at least three (3) years of experience in creating indexes from scanned public records. The vendor ***must include in their response*** at least three (3) references for which indexing of public records services have been preformed of similar or greater scope and size including, County name, contact, address, phone and fax number.
3. Vendor must have no record of unsatisfactory performance; (vendors who are or have been seriously deficient in current or recent contract performance in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement)
4. Have the ability to fulfill standard contract requirements of the County, including indemnification and insurance.
5. State working knowledge of ANSI, AIIM and ISO standards as they relate to Imaged Documents.
6. Vendor must commit to performing the work required in this RFP with its own employees – subcontracting and temporary help will not be permitted.
7. Vendor MUST make a visual inspection of the books to be scanned and indexed at the Washington County Courthouse prior to the submission of their proposal in response to this RFP. Inspection tours must be arranged in advance by contacting the Circuit Clerk.

2.2 CONTRACT

A. Contract Term:

It is the intent of the Washington County to enter into a contract with the successful vendor within 30 days of award of bid. Vendor will commence work within thirty (30) days of execution of the contract between the vendor and the Washington County Circuit Clerk and all work including on-site scanning and indexing must be complete with three (3) months.

SECTION 3 - SUBMITTAL REQUIREMENTS

3.1 GENERAL

To be considered responsive to this RFP, the instructions contained herein shall be followed for the proposal. Specifically, if any of the submittal requirements are omitted or any exceptions to the technical requirements or contractual terms and conditions are taken at the time of proposal submission, then the vendor may be eliminated from the procurement process. Washington County reserves the right to reject the proposal if it is incomplete or if it is not in compliance with the required format. Offerors are to include all applicable requested information.

Schedule of Events The following timeline reflects an optimal commencement plan for Washington County. It is anticipated that an actual implementation timeline will be mutually agreed upon by Washington County and the chosen vendor. All dates are estimates and are subject to change without prior notice.

- | | |
|---|------------------------------------|
| • Release of RFP | August 12, 2009 |
| • Mandatory Pre-bid visit must be schedule prior to | August 28, 2009 |
| • Vendor Questions Due by no later than | August 31, 2009, 2009 by 4:30 p.m. |
| • RFP Responses (Proposals) Due | September 8, 2009 by 4:30 p.m. |
| • RFP's to be opened | September 9, 2009 at 10:00 a.m. |

3.2 PROPOSAL

One (1) signed and executed original copy of the proposal and four (4) additional copies must be submitted **no later than Tuesday, September 8, 2009 by 4:30 p.m.**

WASHINGTON COUNTY, ARKANSAS
PURCHASING DEPT.
280 N. COLLEGE AVE., SUITE 533
FAYETTEVILLE, AR 72701
479/444-1707
fax 479/973-8401

All proposals must be signed by an authorized officer of vendor and must be held firm for acceptance for a minimum period of 180 days after the opening date. All entries shall be entered in ink or typewritten.

All RFP's must be accompanied by a BID BOND, Letter of Credit or a Certified Check payable to Washington County, Arkansas for 5% of the total bid amount.

SECTION 4 - SCOPE OF SERVICES

4.1 PURPOSE

The purpose of this bid is to procure the services related to digitizing and indexing of index books stored at the Washington County Courthouse. The Clerk approximates that there are roughly 31 large, bound Index books containing various pages in Index information of deeds and mortgages recorded in Washington County. Vendors are required to inspect all records and make a determination of the expected number of total images and index fields to be scanned and indexed. Additionally, bound books MAY NOT BE TAKEN APART or REMOVED FROM COURTHOUSE at any time to be digitized. All work must be preformed onsite at the Washington County Courthouse.

4.2 **OBJECTIVE**

1. Vendor will scan each paper page from the Index books in TIFF format, which meets or exceeds ANSI standards.
2. Vendor will index, or key, all information on each Index line using a blind key verification process and will guarantee 99.5% accuracy at the character level.
3. Each Index Line will be indexed by Grantor, Grantee, Year, Book, Page and Instrument Type. Each index file will contain a delimited text file of the images and corresponding index information within that file.
4. Each digitized image and index file will be reviewed by Circuit Clerk and vendor will make adjustments required to improve image quality to the satisfaction of Circuit Clerk.
6. The image polarity will be positive, with black letters on white background.
7. When scanning bound books, curve correction technology must be used so that resulting image delivered to Clerk must be flat and even containing no distorted images.
8. Vendor agrees and warrants to keep all information and documents disclosed by Circuit Clerk absolutely confidential and to protect the confidentiality thereof, holding the Circuit Clerk harmless for any breach thereof.

4.3 **REQUIREMENTS**

A. IMAGE FORMAT: Record copies of images will meet the following guidelines:

- Output file formats will be TIFF, Group IV compressed files.
- The images are to be enhanced cropped, de-skewed and all curvature of images removed prior to being written out as bi-tonal or grayscale image files.
- Any poor images are to be re-scanned and inserted back into the correct order within the batch.
- Spatial Resolution: 300 dpi (unenhanced true scan)

B. COMPRESSION: Maintain record copies uncompressed to ensure easy accessibility to the image over time. Access copies or user copies may be compressed using non-proprietary, lossless compression algorithms.

C. SCALING: Scale access images so all documents fit within the typical computer screen or window for the given application.

D. IMAGE ORIENTATION: Upright (portrait or landscape as appropriate).

E. QUALITY CONTROL AFTER SCANNING:

1. **Inspection** of the images by the vendor for quality will verify the following:

- a. Correct image filename (unique identifier)
- b. Correct file format for each image type
- c. Image scanned at appropriate dpi for each image type
- d. Image oriented properly, whether landscape or portrait
- e. Image is correct size (in pixels along both dimensions)
- f. Image is not skewed
- g. Image is not rotated or flipped
- h. Image is neither too light nor too dark
- i. Appropriate contrast within the image

- j. Image polarity is positive
- k. No digital artifacts or other distortion of the image including curvature
- l. No extraneous materials (fingers, fasteners, etc.) scanned with the image
- m. Nothing obscures the image
- n. No error messages or other problems in TIFF headers
- o. Appropriate indexing terms associated with the scanned image

2. Correction of unacceptable images will consist of the following:

- a. Adjusting brightness, contrast, or tone
- b. Rescanning, followed by a re-inspection of the new image
- c. Correction of indexing errors by updating index database

F. RESOLUTION: Image sharpness will be equivalent to the dots per inch (dpi) required for the original image type. Use of commercially produced resolution targets, such as those outlined in ANSI/AIIM TR38-1996, "Identification of Test Images for Document Imaging Applications," and following techniques in ANSI/AIIM MS44-1988, "Recommended Practice for Quality Control of Image Scanners," to verify scanner performance, will be performed on a monthly basis.

G. SERVICE LEVEL AGREEMENT:

IMAGING: Vendor must enter into a Service Level Agreement (SLA) with Clerk guaranteeing a 100% image capture rate on the initial pass where all captured images are in proper orientation and not skewed to more than five (5) degrees or distorted due to the curvature of the pages in bound books. Vendor must ultimately guarantee 100% image capture through rescans and additional onsite visits to correct any poor quality images or missed documents at no additional cost to the Clerk for a period of 365 days after completion of initial project.

INDEXING: Vendor must guarantee 99.5% accuracy in the indexing, or keying, of all indexed information. Vendor must utilize a blind key verification process meaning that the verifier is unaware of the entries made by the encoder. Vendor must provide reports with each imaged book as to the number of pages, index lines and total keystrokes contained in each file or book with the book number and total number of pages in each book. Index Accuracy: The vendor will verify the index via dual data entry, data entry operator verification immediately subsequent to data entry, or other means as appropriate, to ensure accuracy

H. PROJECT TIMELINE: Vendor must provide a detailed and guaranteed delivery schedule for completing all on-site preparation, scanning, and indexing and integration. Due to the daily use of the books being scanned and to minimize the downtime and disruption to the Clerk's office, all on-site scanning must be completed within One (1) week. Time to complete will be a factor in selection of vendor. Vendor will have access to the Washington County Courthouse during normal business hours of Monday through Friday from 8:00 am to 5:00 pm. Indexing of the pages can take place outside of Washington County facilities but must be completed within Three (3) months.

I. QUALITY OF WORK: Scanning will capture each digital image of a document page so that every line and character on the document appears in the image. Removable media will be free of scratches, cracks, finger marks, or any other defect that might adversely affect quality or usability.

J. WARRANTY: The vendor will represent and warrant that all services performed herein under will be performed in a good, professional, workmanlike and competent manner and hold the Clerk harmless for any breach thereof.

K. CONTRACTOR INSPECTION: The vendor will inspect each individual file or disk for compliance with the requirements herein, including resolution, image quality, accuracy of the index, and general workmanship. The vendor will include an inspection report or certification for each file or CD produced.

L. QUALITY CONTROL: Images that, upon inspection by the Clerk, do not meet the requirements of these guidelines will be defined as defective, and must be rescanned at the vendor's expense. If the number of defective images exceeds one (1) image in 100,000, the contractor will be out of compliance with the SLA and must take corrective measures to immediately correct the deficiency. If the number of defective images exceeds one (1) image in 10,000 and can not be corrected by Vendor, the contractor may forfeits his bid bond.

M. LOCATION OF WORK: All work with County records to be imaged will be performed on site in workspace provided by Clerk. Vendor will provide all personnel, equipment and supplies to accomplish the work. Documents will not be removed from the premises without the express written consent of Circuit Clerk.

N. FILE INTEGRITY: The vendor will maintain the original documents in their existing file order before, during and after scanning. The vendor will return file material to the original storage containers or shelves in the same order that existed before scanning. However, the vendor will maintain any corrections to file order made during the preparation for scanning. The vendor will be responsible for safety of all records committed to its care in performing the work contracted and will be responsible for the proper handling, of all original books involved.

SECTION 5 - PRE RESPONSE OPTION

5.1 PRE-BID VISIT

Prospective vendors MUST visit the Washington County Records Room and inspect and count all books, pages and index items to be imaged and indexed. All visits must be scheduled in advance and vendors are to schedule appropriate times with the Circuit Clerk at least (10) days prior to the close date Tuesday, September 8, 2009.

SECTION 6 -COSTS INVOICE AND APPROVAL

6.1 TERMS

The records imaging project, consisting of the work and services set forth above, will be performed within three (3) months of the execution and acceptance of the contract. The total contract price for the project will be invoiced and paid as set forth in paragraph 6.2 below.

6.2 PAYMENT

A. Vendor can present progressive invoicing at the completion of each phase of the project with the deliverable for that phase, listing each completed Book, File or Image and number of pages/images digitized to file. The invoice, detailed document count report and duplicate CD's will be delivered to the Circuit Clerk for review, inspection and approval. Upon review and approval of the work performed, the Circuit Clerk will present the invoice for payment.

SECTION 7 - PRICE SUBMISSION

7.1 VENDORS SUBMITTAL OF PRICING

All hardware, labor and/or other services required for completion of the conversion shall be included in the total price submitted. Vendor shall submit ONE (1) price for completion of the total turn-key project. Vendor shall also submit a fixed rate per page/image for scanning based as well as a fixed rate per Index Line to be keyed and verified.

SECTION 8 - EVALUATION

8.1 METHODOLOGY

After receipt of the proposals, those proposals will be reviewed for compliance to the RFP. For each proposal, **the Clerk may require or allow the vendor to make a presentation/demo of their ability to achieve the project objective.**

8.2 CRITERIA

In its evaluation of the proposals, the Clerk will take into consideration the following key criteria:

- A. Expertise and experience: Circuit Clerk will consider the vendor's expertise and proven ability in the field of the scanning public records and oversized bound books. Circuit Clerk will evaluate the vendor's current and historical service of the indexing of public records based on similar size and scope projects working with public, as well as the experience of staff and management.
- B. The vendor's demonstrated ability to comply with and perform all requirements of this proposal.
- C. The proposed pricing for items to be provided by the vendor.
- D. The vendor's financial stability and condition

Evaluation and Review: Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The Clerk will evaluate and score the proposals using the criteria specified below in the order in which it is listed:

1. Experience/Proven Ability
2. Staff Qualifications, Proposer's ability to meet time and quality requirements
3. Approach, functionality and methodology (including familiarity with the operations of the Washington County Circuit Clerks office and likely completion date)
4. Cost/Price

8.3 AWARD

The intent of Washington County is to award a contract to that vendor whose proposal includes an overall approach to providing the requirements of this RFP that the County deems best in its sole unrestricted discretion. Following evaluation, the County will select the vendor which it believes in its sole unrestricted discretion to provide the best offer of price, expertise and capability. The decision of County will be final. In submitting a proposal, vendors are deemed to agree to this award methodology.

SECTION 9 – INSURANCE

9.1 INSURANCE

The amount and types of insurance required will be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor will procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

<u>Schedule</u>	<u>Limit</u>
WORKERS COMPENSATION	Statutory
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000
Premises Operations	Single Limit
Contractual Liability	
Independent Contractors	
Personal Injury	
Products - Completed Operations	

All certificates and endorsements must be received and approved by the Washington County Circuit Clerk within ten (10) days after notification of award.

Washington County, its officers, agents, servants, attorneys and employees will be shown as an “additional insured” in the General Liability policies and it will be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the Clerk may possess”.