



HAMILTON COUNTY, TENNESSEE

April 2, 2013

Request for Proposal

Subject: Proposal for Document Management Scanning Project for the Office of the Juvenile Court Clerk.

Company/Vendor Name: _____

Address: _____

Vendor's Signature: _____

Title: _____

Phone: _____ **Fax** _____

Opening: May 8, 2013

Time: 11:00 A.M. (Eastern Time Zone)

Mandatory: On-site pre-proposal meeting will be held on April 11, 2013 at 1:00 P.M. at 455 North Highland Park Avenue, Chattanooga, TN 37404.

Office: Sealed proposals may be hand delivered or delivered by common carrier to the office of the County Purchasing Director, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, TN 37404 or mailed by US Postal Service to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **PROPOSALS MUST BE RECEIVED BEFORE THE ABOVE SPECIFIED TIME FOR THE OPENING OF PROPOSALS.** Proposals that do not meet this time requirement will be deemed invalid and will not be opened. This includes Priority and Express Mail. There will be no exceptions.

Mark outside envelope with title of proposal and proposal's date and time of opening, and **RFP#0413-145: Document Management Scanning Project**

There shall be no disclosure of any information derived from the proposals submitted by competing proposers prior to the submission of a recommendation to the Board of Commissioners.

Hamilton County,

A handwritten signature in blue ink that reads "Gail B. Roppo".

Gail B. Roppo
Director of Purchasing



**HAMILTON COUNTY, TENNESSEE
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSAL

FOR

**OFFICE OF THE JUVENILE COURT CLERK
DOCUMENT MANAGEMENT SCANNING PROJECT**

RFP # 0413-145

April 02, 2013

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Note: Please pay close attention to Sections VI - XIII which clearly outline the format for and the information which is required to properly respond and prepare your RFP response.

I. OVERVIEW

A. Statement of Intent

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting proposals from qualified firms for the completion of a records file conversion project for the Office of the Juvenile Court Clerk. Throughout this document the terms Proposer, Contractor, Vendor, or Bidder are used interchangeably and refer to any organization submitting a response to this RFP. The purpose of this RFP is to define the County’s minimum requirements and solicit information from proposers on which the County can evaluate and select the firm which, in its opinion, best meets its needs.

B. Background and Description of Services Requested

The Hamilton County Office of the Juvenile Court Clerk (OJCC), the Hamilton County Juvenile Court, and the Hamilton County IT Services Department are currently working to transition the Court to an electronic, “Paper-On-Demand” court.

Organizationally, we have two physical office locations - Juvenile Court located at 1600 East Third Street (Main Division) and our Child Support Division located at 1221 East Main Street, both in Chattanooga, TN.

Our goal is to fully implement an Electronic Document Management system in the Office of the Juvenile Court Clerk by scanning all currently active paper files. These electronic images will first be available for viewing in the Clerk’s Office, the Court and the four courtrooms of the Main Division of the Juvenile Court. This electronic conversion will be followed by adding the three courtrooms and offices at the Child Support Division. Our newly created Database program - JFACTS (Juvenile Family and Child Tracking System) has been fully implemented and is in use on the Court side and the Clerk’s side of the Main Division of the Juvenile Court.

Our intent is to convert specified physical (paper) files into electronic files in JFACTS in two separate and distinct phases: Phase I - Juvenile Court-Main Division and Phase II - Child Support Division. More detail is provided on each of these phases in Section I.C which follows.

Throughout the completion of this project, due to the sensitive nature of confidential records as well as the ongoing demand for file access, all scanning must be done on site at a Hamilton County building using the IT Department’s secure equipment and server connection. Hamilton County will provide a location(s) in the McDaniel Building, a short distance from the Juvenile Court Main Division location. The space will be available for tour during our MANDATORY Pre-Proposal Meeting. More detail regarding this mandatory meeting is provided on this in Section I.D which follows.

Proposers will be required to use the County’s PC equipment (Dell Optiplex 790 using Microsoft Windows 7Pro, and 24” ASUS Monitors, our software applications (Microsoft Windows 7Pro & Microsoft Office 2010, as well as Hamilton County IT Department’s internally built Data Management program JFACTS and Scanning/Document Imaging program).

Proposers will be required to provide their own staff and scanner equipment to facilitate the actual scanning process, while working hand-in-hand with our Juvenile Court Clerk, Project Coordinator, and IT/Procedures/ QA Coordinator. The proposer will be given an outline at the start of the project as to how the Clerk's office will coordinate the transport tracking of all files to be scanned and reviewed through a QA process by the vendor.

Proposers will be required to follow Hamilton County IT protocol using their scanning software imaging and release application. These details as listed below will be given to those attending the Mandatory Pre-Proposal meeting.

1. Contractor must use our release application.
2. The contractor must be able to scan documents in using our coversheets.
3. Contractor must scan the files into our folder and file layout.
 - a. Current Folder Layout – Example JCSuBID0DT0Dt20EOD0
 - i. Prefix – JC
 - ii. Separator – Sub ID
 - iii. Value – Numeric Subsystem ID
 - iv. Separator – DT
 - v. Value – Numeric Document Type ID
 - vi. Separator – DT2
 - vii. Value – Numeric Document Type ID #2
 - viii. End of Document Separator – EOD
 - ix. Value – Document Number
 - b. Current File Layout – Example PG1
 - i. Prefix – PG
 - ii. Value – Page Number

Proposers should provide information regarding the following services as required in subsequent sections of this document:

1. Provide a description of your recommended solution(s) for the transporting of boxed files, staffing model, and equipment/scanners to be utilized in this project. This should include your recommendations as to staffing, equipment and estimated timeframes for each phase of the project with the use of your scanners. Additionally, if there is more than one alternative to completion of each phase of the project, please fully detail each alternative, including the timeline and the costs.
2. Provide a proposal for the cost of the project, breaking down the total cost into 2 parts: Phase I – Juvenile Court and Phase II – Child Support Division Court. These costs should outline the basis for your estimated cost as instructed in Section XIII.
3. Provide information on your experience and capabilities related to handling a bulk scanning project and other areas of expertise you hold which may be a benefit to the overall project.
4. It is important to note that proposers will be required to comply with the Juvenile Court's security and privacy rules of juvenile records. Details of the privacy rules will be given to all those attending the Mandatory Pre-Proposal meeting.

In order to receive full consideration, each proposal must offer comprehensive and thorough responses to all requests included in this RFP. Please pay particular attention to all instructions provided throughout the document as well as the questions you are required to answer (Section VI – XIII) to receive consideration.

C. Current Outline for Records File Conversion Project

Our approach to completion of this Records File Conversion project is a two-phased process described below. The selected Proposer will handle the transportation of the boxed files, the scanning of the files and a review of their completed work. Once converted to an electronic file, our Clerk's office will handle the task of the "on-going" scanning maintenance and the creation of all new electronic case files.

Phase I – Juvenile Court / Main Division

The Office of the Juvenile Court Clerk – Main Division holds approximately 11,900 numerical juvenile records. Our best estimate of an average file size is 60 pages per file.

Clerk staff will select the files in a numerical order and place them in a box for pick up by the vendor's staff. The Clerk's staff will utilize a transport tracking process when the vendor's staff picks up and returns files going through the scanning process.

Our proposed method for scanning and converting paper files into electronic files is as follows:

1. Open the IT scanning/document imaging program on the computer to be sure it is ready to receive scanned documents.
2. Open the physical file and breakdown the paper documents according to the 5 document types created by the IT department to correspond with the scanning software application. A cover sheet for each document type will be placed on top of each section of paper documents, and separator sheets will be placed between each document within each section.
3. Type in the file # for the file you are about to scan.
4. Run the documents through the scanner.
5. Click on the IT scanning/document imaging program on the computer to see all scanned images.
6. Make sure that all images are legible, in proper alignment and are under each correct index tab.
7. Release all imaged documents to the QA section in the Data Management database.
8. Re-assemble the physical file back to its original format. Insert the red page indicators into each section of each file which will show that the documents below have been through the "scanning process". The outside of the file will be given a "scanned" indicator as well.
9. Place the file in the appropriate location for Quality Assurance. The Quality assurance process will be conducted by designated Clerk staff.

10. The clerk staff assigned to the Quality Assurance process will utilize a Quality Assurance checklist to ensure all guidelines have been met by the vendor. A copy of the Quality Assurance checklist will be provided at the Mandatory Pre-Proposal meeting.

Phase II – Child Support Court Division

The Child Support Court Division is unique to this project in that the existing filing system differs from the Main Division. The current filing system is alphabetical by the custodian's last name. Each file can hold multiple docket numbers if the Custodian has multiple cases with different Respondents (parties). For the Child Support Division, our database program, JFACTS (Juvenile Family and Child Tracking System), will be created based on the docket numbers which will make up the numerical file system. This change may require additional assistance during the scanning process of data entry "clean up" (i.e., checking for duplication of names, etc.). Also, the proposer's staff will be responsible in separating out the alpha file by docket number and scanning each case's set of documents, and then reassembling the alpha file back to its original format.

The Office of the Juvenile Court Clerk – Child Support Division holds approximately 13,550 files in the current alpha filing system. With the above explanation of how the files are physically created by custodian's name with multiple docket numbers with different Respondents (parties), this approximation has the potential to create an estimated 33,875 numerical docket files (using a multiplier of 2.5 docket numbers per custodial file). Our best estimate for an average file size based on the original alphabetical file is 100 pages per file.

Clerk staff will select the files in alphabetical order and place them in a box for pick up by the vendor's staff. The Clerk's staff will utilize a transport tracking process when the vendor's staff picks up and returns files going through the scanning process.

Our proposed method for scanning and converting paper files into electronic files is as follows:

1. Open the IT scanning/document imaging program on the computer to be sure it is ready to receive scanned documents.
2. Open the physical file and review to see if there are multiple sections for different docket numbers. Each docket number represents a separate case. If there are multiple sections, remove each case from the file by removing its appropriate paperwork from the left side and right side. Set that case to the side, noting the docket number for that case. Continue this pattern until the file is fully separated by each case. Proceed on to the next step. (If there are no multiple docket numbers in the file, simply proceed to the next step).
3. Breakdown the paper documents according to the 5 document types created by the IT department to correspond with the scanning software application. A cover sheet for each document type will be placed on top of each section of paper documents, and separator sheets will be placed between each document within each section.
4. Type in the docket number for the file you are about to scan.
5. Run the documents through the scanner.
6. Click on the IT scanning/document imaging program on the computer to see all scanned images.

7. Make sure that all images are clear and are under each correct index tab.
8. Release all imaged documents to the QA section in the Database program - JFACTS.
9. Re-assemble the original file back to its original format. Insert the red page indicators into each section of each file to show that the documents below have been through the "scanning process". The outside of the file will be given a "scanned" indicator as well.
10. Place the file in the appropriate location for Quality Assurance. The Quality Assurance process will be conducted by designated Clerk Staff.
11. The clerk staff assigned to the Quality Assurance process will utilize a Quality Assurance checklist to ensure all guidelines have been met by the vendor. A copy of the Quality Assurance checklist will be provided at the Mandatory Pre-Proposal meeting.

D. Mandatory Pre-Proposal Conference

All proposers desiring to provide services specified must attend a MANDATORY Pre-Proposal Meeting designed to familiarize proposers with the facility and requirements prior to submitting a proposal. Additionally, all personnel from any vendor attending this pre-proposal meeting will be required to present identification and sign a confidentiality agreement prior to the meeting. The Pre-Proposal On-Site visit will be held as outlined below. This meeting will include a discussion of requirements and a tour of the space to be used for this project.

Date: April 11, 2013
Time: 1:00 p.m.
Location: McDaniel Building Conference Room C
455 N. Highland Park Avenue
Chattanooga, TN 37404

Please be aware, that bids will not be accepted from any company who does not attend this meeting.

E. Evaluation and Award of Contract

The County's approach to evaluating RFPs is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the solution deemed to be the best combination of attributes for accomplishing the previously stated objectives for this RFP.

Hamilton County will evaluate proposals on their responsiveness to the requirements including but not limited to, business experience; program design and flexibility; customer service and support; and cost. After evaluations, Hamilton County will recommend the firm to be selected, which in its opinion, is best suited to meet its needs.

II. GENERAL INSTRUCTIONS AND REQUIREMENTS

- A. RFP Number:** The County has assigned the following identification number to this document. This number should be referenced in all communications regarding the RFP:

RFP # 0413-145

- B. Point of Contact:** This RFP is issued by the Purchasing Department of Hamilton County, Tennessee. The sole point of contact for this RFP shall be:

Linda Chumbler, RFP Coordinator
Hamilton County Purchasing Department
Phone: (423) 209-6353
Fax: (423) 209-6351
Email: LindaC@hamiltontn.gov

Failure to restrict contacts/discussion regarding this RFP to the above named RFP Coordinator or the Director of Purchasing prior to the opening date will be deemed a serious breach of process and, at the County's sole discretion, may result in disqualifying the violating party's firm from further consideration in this opportunity.

- C. Interpretation and Clarification:** No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the RFP document. Requests for interpretation or clarification shall be made in writing (fax or e-mail will be acceptable) and delivered to the RFP Coordinator on or before the date and time specified in the Anticipated Procurement Schedule (Section III) below. The County will respond in writing to all clarification requests. All parties who have obtained a copy of the RFP document will be on the distribution list for any such written responses issued by the County.

III. ANTICIPATED PROCUREMENT SCHEDULE

The following is an anticipated timetable for the procurement process. The County reserves the right to adjust the schedule, as it deems necessary. In the event significant adjustments are necessary, all affected parties will be notified. All times are for the Eastern Time Zone (ET).

<u>EVENT</u>	<u>DATE</u>	<u>TIME (ET)</u>
A. County issues RFP	04/02/2013	9:00 a.m.
B. Mandatory On-Site Pre-proposal meeting	04/11/2013	1:00 p.m.
C. Deadline for written questions and clarification requests	04/16/2013	3:00 p.m.
D. County issues written response to questions	04/19/2013	4:00 p.m.
E. Deadline for Proposal Submission	5/08/2013	10:59 a.m.
F. County opens Proposals	5/08/2013	11:00 a.m.
G. Finalist Presentations, if necessary	May 13 – 21, 2013	
H. Desired Project Start Date	June 2013	

IV. PROPOSAL PROCEDURES AND GUIDELINES

A. Submission of Proposals

The proposer must complete and deliver an original and seven (7) copies of its proposal response documents in a sealed envelope to the Hamilton County Purchasing Director at the address specified below. Additionally a copy of your entire proposal package on CD in a PDF format must be included.

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
BID # 0413-145: Document Management Scanning Project	BID # 0413-145: Document Management Scanning Project
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

It is the sole responsibility of the proposer to ensure that its response is delivered on or before the date, prior to the specified bid opening time, and at the place indicated by this document. Documents must be "time-stamped" by the official Purchasing time clock prior to the specified bid opening time. Any proposal submitted at or after the moment designated for the opening will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of proposal receipt.

Proposers are advised to avoid last minute deliveries as parking can be a problem and/or proposers may not be familiar with the building to which proposals are to be delivered. Submitters mailing their proposal packages must allow sufficient time to ensure receipt of their package by the specified time.

Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

B. Opening of Proposals for Evaluation

Proposals are scheduled to be opened for evaluation on May 8, 2013 at 11:00 a.m. (ET). As stated in Section IV. A. (above), no proposals will be accepted once the opening time has arrived. Please note that proposals are not opened publically.

C. Proposal Rules for Withdrawal and Amendment

A proposal may be withdrawn prior to the response due date by submitting a written request for its withdrawal to the County, signed by the submitter and delivered to the Hamilton County Director of Purchasing.

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it then fully conforms to the RFP requirements.

The County shall not accept any amendments, revisions or alterations to proposals after the deadline for proposal submittal unless the County requests such revisions in writing.

D. Proposal Errors

Proposers are responsible for all errors or omissions contained in their proposals.

E. Incorrect Proposal Information

If the County determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal may, at the County's sole discretion, be determined non-responsive and be rejected.

F. Acceptance of Proposals

All properly submitted proposals shall be accepted for evaluation. However, the County reserves the right to waive any informality or minor variances in any proposal requirements, to request clarifications or corrections to any and all proposals, reject any or all proposals received, cancel or withdraw this RFP, according to the best interests of the County.

Where the County may waive variances, such waiver shall not modify other RFP requirements or excuse the proposer from full compliance with the remainder of RFP specifications and other contract requirements if the proposer is awarded a contract.

Mandated requirements, if indicated, are those required by law or such that they cannot be waived and are not subject to negotiation. In addition to any sections of the document specifying Mandatory Requirements, any use of the terms "shall" or "must" throughout the document also indicate that items are mandatory. Proposals deemed to be non-responsive to these or other requirements may be disqualified at the sole discretion of the County

G. Proposal of Alternate and/or Additional Services

Proposals of alternate services (proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected.

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the County.

The cost for any such additional services must be incorporated into the required amount(s) provided in the Pricing section of your response so that all proposals may be equitably evaluated.

H. Right to Negotiate

The County reserves the right to further negotiate, after proposals are opened, with the apparent best-evaluated proposer(s), if such is deemed necessary in the discretion of the County. The County also reserves the right to request clarification of information submitted from one or more proposers.

The apparent best-evaluated Proposer shall be prepared to enter into a contract with the County that shall be substantially the same as the *Pro Forma* contract attached to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

I. Right of Rejection

Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the County or otherwise qualify their proposals. If a Proposer does so, the County may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

J. Prohibition of Proposal Terms and Conditions

A Proposer should not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

K. Assignment and Subcontracting

Subcontracting will not be allowed for any services in this RFP without prior written authorization by the County. If subcontractors are initially proposed for any portion of this service, they must be disclosed at the time of proposal and qualifications provided as required in Section VII below. Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

L. Right to Refuse Personnel

The County reserves the right to refuse, in its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors at any point throughout the contract.

M. Incurring Costs

Hamilton County is not responsible for any costs incurred by any proposer. All costs incurred in connection with the preparation, submission, or presentation of its proposal response shall be borne by the proposer.

N. Independent Price Determination

A proposal shall be disqualified and rejected by the County if the pricing data in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any competitor.

Should any such prohibited action stated above or in any other section of this document be detected any time during the term of the negotiation and / or contract, such action shall be considered a material breach and grounds for disqualification or contract termination.

O. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the County and Proposers shall then be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

P. Disclosure of Proposal Content

All proposals and other materials accepted in response to this RFP become the property of Hamilton County, Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of proposals and the submission of a recommendation to the County Mayor and/or Board of Commissioners shall the proposals and associated materials be open for review. By submitting a proposal, the proposer acknowledges and accepts that the full contents of the proposal and any associated documents shall become open to inspection.

Q. Taxes

No sales, use or federal excise taxes should be included in your pricing.

R. Other Terms and Conditions

1. Any submitted proposal shall remain a valid proposal for at least 120 days after the proposal due date.

2. The County reserves the right to award the contract to the next most qualified firm if the selected firm does not execute a contract within 15 days after the award of the proposal.
3. Under no circumstances will proposals be accepted if submitted by fax or e-mail.
4. Proposers will be required to comply with the Juvenile Court's security and privacy rules of juvenile records. Proposers and their selected staff for the Records File Conversion project will be required to sign a mandatory confidentiality agreement stating their understanding and compliance with both current HIPPA laws and the Security and Privacy Rules of Juvenile Records and Child Support records.
5. Proposer must exclude any employee who has a current, active case here at Juvenile Court from working on this scanning project, as well as any employee with a relative with any such case.
6. The signer of the proposal shall declare that the proposal is, in all respects, fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proposer.
7. By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
8. As part of the evaluation process, proposers may also be required to make oral presentations and/or County personnel may conduct interviews on site at Proposer's location.

V. CONTRACT FOR SERVICES

The successful proposer will be required to enter into a contract with Hamilton County to satisfy the requirements of this RFP. The proposer is expected to sign a contract for services, at the conclusion of any final negotiation, which is materially similar to the attached *Pro Forma* contract. The selected proposer will be required to assume responsibility for all services offered in their proposal. The County will consider the selected proposer the sole point of contact with regard to contractual matters, including payment of any or all charges. Failure of a Proposer to accept this obligation may result in the cancellation of any award.

The following general provisions, as well as those specifically developed and agreed to by the affected parties, shall apply to such contract.

A. Contract Approval

The RFP and the provider selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. A legally binding contract shall be established only after the contract is signed by the provider, the head of the procuring County agency and/or the County Mayor or other County officials as required by applicable state and local laws and regulations.

B. Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payments shall be made to the Proposer until the contract is established as required by state laws and regulations. Further, the County shall not be liable for work performed, services rendered or materials purchased and/or provided before the contract is established as required by applicable state laws and the Purchasing Rules of Hamilton County.

C. RFP and Proposal Incorporated into Final Contract

This Request for Proposal and the provider's proposal, as amended between Hamilton County and the successful provider, will become an addendum to the contract documents. It should be understood that the terms and conditions, specifications and requirements of this Request for Proposal, and the amended proposal response, would take precedent in the event that any part of the contract is in conflict with these proposal documents.

D. Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

VI. PROPOSAL RESPONSE INSTRUCTIONS

All proposal responses must be submitted in accordance with the instructions provided in this RFP and in the standard format described below in order to facilitate comparison and evaluation. **Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and hence, removed from consideration at the County's discretion.** Any proposed deviations from the requested scope of services must be noted and fully explained. The information shall be prepared in a manner that is self explanatory, complete and responsive to the request.

- An original and seven (7) copies of your proposal documents, including pricing, must be submitted. Additionally a copy of your entire proposal package on CD in a PDF format must be included.
- Proposers must respond to every subsection under Section VII – XIII below. The proposal response must include a point-by-point response to the RFP in the order in which is it requested. Each question and its associated number, from Section VII below, should be repeated and referenced in your typed response. Responses should be typed in **bold**, immediately following each question. If no specific information is required from the provider, "Understand and Comply" will be an acceptable response.
- The proposal must include an explanation of any exceptions to the stated requirements. Failure to indicate any exception will be interpreted as the proposer's intent to comply with the requirements as written in the proposal documents.

- Failure to follow the specified format to label the responses correctly or to address all of the subsections may, in the County's sole discretion, result in the rejection of the Proposal.
- The response documents must be signed by a person or persons legally authorized to bind the provider to this contract. The signer's title, contact information, and the date of approval should also be provided on the Authorization to Bind form which follows.
- Both a PDF and MS Word version of this document are attached for ease in providing your response. *Note however that responses must be received in hard copy in appropriately labeled and sealed envelopes (see Section IV.A).*

VII. PROPOSAL RESPONSE REQUIREMENTS

All proposals must include information in the order as specified below. ***If a proposal fails to detail and address each of these required topics, the County may determine the proposal to be nonresponsive and reject it.***

Use separate tabs for each section indicated below and incorporate question numbers and the actual requirement questions/statement in your response. The Proposal shall be divided into the following distinct sections:

- Proposal Transmittal Letter
- Executive Summary
- Mandatory Requirements
- Proposer Qualifications and Experience
- Project Proposal, Approach and Timeline
- Proposal Pricing

Additional detail on the requirements for each section is included in the sections which follow.

VIII. PROPOSAL TRANSMITTAL LETTER

The Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter signed by an individual having the authority to bind your organization. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

- A. **Proposal Validity:** The letter shall state that the proposal remains valid for at least one hundred and twenty (120) days subsequent to the date of the proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.

- B. **Mandatory Insurance Requirements:** Include a statement indicating whether you currently have and/or will be able to meet the mandatory insurance requirements associated with this project if awarded.
- C. **Certificate of Compliance:** The letter must reference and include the completed and signed Certificate of Compliance (see Appendix).
- D. **Other Mandatory Requirements:** Include an itemized statement indicating whether or not you meet the other mandatory requirements as outlined in Section X.C below.
- E. **Use of Subcontractors:** The letter shall state whether the Proposer intends to use subcontractors. If so, it must clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the County prior to the use of any subcontractors.)
- F. **Conflict of Interest:** The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by Hamilton County, etc.) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the proposer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.
- G. **Intent to Comply with RFP Provisions:** The letter shall indicate written confirmation that the Proposer shall comply with all of the provisions in this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the County, in its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)
- H. **Authorization to Bind:** The letter must reference and include the completed and executed copy of the Authorization to Bind form (see Appendix), signed by the appropriate individual in your organization.

IX. EXECUTIVE SUMMARY

The proposal must include an overview of your proposal, summarizing your capabilities and offering, pointing out any features that differentiate your service offering. This Executive Summary should provide an overview of your plans and approach for accomplishing the work requested in the specified timeframe which should be detailed as required in each section below.

The information provided shall be in enough detail to enable the County to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Proposals shall provide narrative information (referencing the subsequent subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP.

X. MANDATORY REQUIREMENTS

A. Insurance Requirements

Prior to execution of the contract, the proposer shall procure and maintain at their own expense, the following insurance against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by proposer, their sub agents, representatives, employees or subcontractors. *Note however that coverage requirements are subject to change based on the final project design.* The successful firm shall maintain throughout the contract period the following minimal insurance coverages:

1. *Commercial General Liability Insurance:* \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a. Premise/Operations
 - b. Products/Completed Operations
 - c. Contractual
 - d. Independent Contractors
 - e. Broad Form Property Coverage
 - f. Personal Injury
2. *Business Automobile Liability Insurance:* \$1,000,000 limit per accident for property damage and personal injury with coverage specifically including prisoner transportation rated as a line of business.
 - a. Owned/Leased Autos
 - b. Non-owned Autos
 - c. Hired Autos
3. *Workers' Compensation and Employers' Liability Insurance:* Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.
4. *Data Breach/Cyber Liability Coverage:* \$1,000,000 limit per occurrence including any sublimits for this exposure, on a claims-made basis.

In addition, Hamilton County shall be listed as an additional insured on the above required liability insurance policies. This should be stated on the Certificate of Insurance (COI) without any qualifying wording. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of thirty (30) days cancellation notice to the Hamilton County Risk Management Office. Except as otherwise noted, all coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

B. Statement of Compliance

There must be written confirmation that the Proposer shall comply with all of the provisions in this RFP using the Certificate of Compliance form which follows. The written certification and assurance shall also affirm the Proposer's compliance with each of the following:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Proposer in connection with the procurement under this RFP.

C. Other Mandatory Provider Requirements

1. Proposers will be required to comply with the Juvenile Court's security and privacy rules of juvenile records.
2. Proposers and their selected staff for the Records File Conversion project will be required to sign a mandatory confidentiality agreement stating the understanding and compliance of both current HIPPA laws and the Security and Privacy Rules of Juvenile Records and Child Support records.
3. Proposer must exclude any staff person who may have a relative with a case here at Juvenile Court from working on this scanning project.
4. Proposers must use scanners with an automatic or programmatic way to erase any documents held in the memory after a scan is done.

XI. PROPOSER QUALIFICATION AND EXPERIENCE

- A. Provide a description of your firm's business history and background including how long you have been in business (nationally, in Tennessee, and in Chattanooga, TN).
- B. Describe your firm's organizational structure, including the names and location of all key personnel and services (servicing offices) associated with the services relating to this RFP.

- C. Include a description of your form of business (individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited-liability company, etc.) as well as the State in which you are incorporated.
- D. Identify key measures of your financial performance during the past two (2) years and provide appropriate supporting documentation of such.
- E. Provide contact information for the principal individual (s) to be contacted regarding the information in this RFP, including name, title, address, phone, fax and email.
- F. Provide a roster of key personnel who shall be assigned to perform duties or services should you be awarded this contract. List names, titles, addresses/locations, phone and fax numbers and e-mail addresses and provide brief biographies (including the most recent 5 years of employment history) of contact personnel who you propose to be involved with our account.
- G. Please provide the name of the primary contact be assigned to the County's account for this project for the duration of this project. Please provide contact information and a biography for this individual.
- H. How long has your organization offered the services being requested in this RFP? Please provide a summary of the experience your company has working in the document imaging business, including but not limited to the types of projects, types of companies, number of current clients, average number of projects of our size and scope you handle each year, etc.
- I. Give an example(s) of other projects you have completed that are similar to the project outlined in this RFP.
- J. Provide names, titles, business address, email addresses and phone numbers of five references, preferably governmental entities, or if not then companies with comparable volumes, for whom you have provided similar to those requested in this RFP.
- K. Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation proving relevant details.
- L. Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material impact on the Proposer's financial condition. If such exists, list each separately, explain the relevant details and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to the RFP.
- M. Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to the RFP.
- N. Provide any additional information that you believe is relevant to this RFP and your capability to provide the services requested (e.g., product brochures, articles in trade journals).

XII. PROJECT PROPOSAL, APPROACH & TIMELINE

A. Project Design and Planning

1. Describe your complete approach to this project, including but not limited to your proposed implementation process, quality control processes, proposed staffing levels and equipment requirements to accomplish your proposed timeline to meet our needs.
2. Provide a breakdown of your solution in facilitating your people and equipment/scanners in this project. You should include your thoughts as to your expected estimated timeframes for each phase of the project with the use of your scanners.
3. Describe your proposed accountabilities and responsibilities for each individual who will be involved in the process / project. Also include the roles and responsibilities you expect Hamilton County personnel to play in the project. Describe how your staff is expected to interact with the Hamilton County employees assigned to this project.
4. Describe the roles, levels, and qualifications of the staff you propose to provide to meet the scope of the project described herein.
5. Please explain your philosophy regarding staffing. Include information as to whether the staff you propose are employed by your company as W-2 or contract (1099) employees.
6. If there are multiple alternatives on how the project could be staffed in order to increase the speed of completion, please detail each alternative and provide a full separate pricing proposal for each alternative.
7. Please describe your approach to the on-site supervision of your selected staff for the scanning project. Include information on how performance and/or quality issues will be managed and/or resolved. *Note: Hamilton County reserves the right to require that any employee you may assign to the project be removed from this project for any reason.*

B. Equipment and Space Required

1. Please include a list of all equipment you will provide to complete this project. If you are proposing differing scenarios for different completion dates, please provide clear details for each scenario. *Please refer to Section I.B for the County's expectation relative to equipment. If your proposal differs please fully explain your needs.*
2. Please describe the capability of this equipment relative to automatically or systematically erasing any documents in the memory of the equipment after the scan is complete. *Be aware that this is a mandatory requirement for this project.*
3. Please describe any physical space requirements you have for the completion of this project. This should include such things as numbers of workstations/tables, chairs, staging areas, etc. If you are proposing different alternative for the completion of this project, please outline your needs for each alternative.

C. Project Implementation and Management

1. Provide a complete description outlined task by task of your proposed implementation time line, using Week 0 as the week that you receive authorization to proceed and building the timeline in days/weeks as appropriate to reach final completion of our scanning project requirements.

2. Describe the supervision and management support you propose throughout the implementation process.

D. Performance Evaluation

1. Please describe your approach to project management and how you propose to monitor, manage, and keep the project on schedule to meet the final agreed upon schedule.
2. What is your approach to holding regular meetings with Hamilton County to discuss the status and/or progress of the project towards its goals?
3. What corrective action procedures do you typically employ if a project deviates from its agreed upon schedule? What do you propose for this project?
4. What regular status reporting will you provide to Hamilton County during the term of this project? What is the typical frequency of any reports you will provide?

XIII. PROPOSAL PRICING

A. Basis for Pricing

Your cost proposal should be broken down by each of the two phases of the project: Phase I – Juvenile Court and for Phase II - Child Support Division Court. Itemize costs must be outlined for each phase separately. For purposes of this proposal, please use the following estimates on the number of files and the number of pages for each file.

Phase I – Juvenile Court

- Minimum number of files to be scanned: 11,000
- Maximum number (estimate) to be scanned: 11,900
- Average number of pages per file: 60 pages

Phase II – Child Support Division Court

- Minimum number of files to be scanned*: 13,500
- Maximum number (estimate) to be scanned*: 13,550
- Average number of pages per file: 100 pages

* *Note: These numbers represent the current number of paper files to be scanned. As explained in Section I.B (Phase Two), each of the current paper files will be scanned into an average of 2.5 electronic files each.*

B. Pricing

Please include a detailed, itemized price for your proposed **for each phase of the project separately**. Provide detailed information as to your approach to pricing based on file and/or page volume for each of the two phases on a unit price basis should final file and/or page volumes differ from the volumes provided above. Provide line by line breakdown for any one-time costs as well as variable/volume based fees.

Attach any explanations and/or information required to ensure that Hamilton County fully understands your pricing as well as the basis for it.

C. Terms

Provide a description on the schedule of payment you propose relative to the services described herein. Payment terms must be clearly stated in your proposal response. Payment terms should be structured using a milestone based payment schedule. The schedule should start with contract signing, following a logical progression of project delivery and installation. Please note that no payments will be made for any aspect of the project until the Hamilton County quality assurance process has been completed and scan quality has been signed off on.

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all provisions of this RFP as well as the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Company Name:

Authorized Signature:

Date:

Breach of Contract. Upon such termination, neither the County nor the Contractor shall have a right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4 **Termination for Cause.** If the Contracting Party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the County shall have the right to immediately terminate the Contract. The Contracting Party shall compensate the County for completed services.
- D.5 **Subcontracting.** Neither the Contracting Party nor the County shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this contract pertaining to Conflicts of Interest and Nondiscrimination (Sections D.6 and D.7).
- Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6 **Conflicts of Interest.** The Contracting Party warrants that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contracting Party in connection with any work contemplated or performed relative to this Contract other than as required by Section A. of this Contract.
- D. 7 **Nondiscrimination.** The County and the Contracting Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the County or the Contracting Party on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8 **Records.** The Contracting Party shall maintain documentation for its transactions with the County under this Contract. The books, records, and documents of the Contracting Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the County agency, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9 **Product Ownership.** The Contractor hereby agrees that any and all work done and produced for the County shall be considered the property of the County and shall be turned over to the County upon the conclusion of the Contract.

- D.10 **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
- D.11 **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.12 **Insurance Requirements.** The Service Company shall maintain Comprehensive General Liability, Automobile Liability, and Worker's Compensation and Employer's Liability Insurance in the amounts below throughout the term of the contract.
1. *Commercial General Liability Insurance:* \$1,000,000 per occurrence for property damage and bodily injury. The bidder should indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a. Premise/Operations
 - b. Explosion, Collapse, and Underground Property Damage Hazard (when applicable)
 - c. Products/Completed Operations
 - d. Contractual
 - e. Independent Contractors
 - f. Broad Form Property Coverage
 - g. Personal Injury
 2. *Errors and Omission Coverage with Fiduciary Coverage:* \$1,000,000 limit per occurrence for each coverage (Note: These can also be written as separate coverages.)
 3. *Dishonesty/Theft Coverage:* \$1,000,000 limit per occurrence
 4. *Computer Fraud Coverage:* \$1,000,000 limit per occurrence
 5. *Workers' Compensation and Employers' Liability Insurance:* Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

Hamilton County shall be listed as an additional insured on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of thirty (30) days cancellation notice to the Hamilton County Risk Management Office. All

coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

- D.13 **County Liability.** The County shall have no liability except as specifically provided in this Contract.
- D.14 **State and Federal Compliance.** The Contracting party and the County shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15 **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contracting Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.
- D.16 **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.17 **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.18 **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Contract.

E. **SPECIAL TERMS AND CONDITIONS:**

- E.1 **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract to the County shall be in writing and shall be made by facsimile transmission, by overnight courier service, by electronic mail ("e-mail"), or by first class mail, postage prepaid, addressed to:

[Insert County contact address, phone and fax numbers]

[Insert Contractor contact address, phone and fax numbers]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile or e-mail transmission is received

mechanically by the appropriate machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. ET. Any communication by facsimile and/or e-mail transmission shall also be sent by United States mail on the same date of the facsimile and/or e-mail transmission.

- E.2 **County Furnished Property.** The Contracting Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the County for the Contracting Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the County in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contracting Party shall be responsible to the County for the residual value of the property at the time of loss.

- E.3 **Incorporation of Additional Documents.** Included in this Contract by reference are the following documents:

- a. The Request for Proposal AND/ OR Bid Specifications and its associated amendments
- b. The Contracting Party's Proposal / Bid Response documents and any amendments
- c. Technical Specifications provided to the Contracting Party
- d. All Clarifications and addenda made to the Contracting Party's Proposal/Bid Response
- e. The Contract document and its attachments

In the event of a discrepancy or ambiguity regarding the Contracting Party's duties responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.4 **Confidentiality of Records.** To the extent allowed by the Tennessee Open Records Act (T. C. A. Section 10-7-503 et seq.) strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information provided to the Contracting party by the County or acquired by the Contracting Party on behalf of the County whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of state law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contracting Party to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contracting Party will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the County's information as the Contracting Party exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contracting Party's obligations under this section do not apply to information in the public domain; entering the public domain but not from a

breach by the Contracting Party of this Contract; previously possessed by the Contracting Party without written obligations to the County to protect it; acquired by the Contracting Party without written restrictions against disclosure from a third party which, to the Contracting Party's knowledge, is free to disclose the information; independently developed by the Contracting Party without the use of the County's information; or disclosed by the County to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.5 **Prohibited Advertising.** The Contracting Party shall not refer to this Contract or the Contracting Party's relationship with the County hereunder in commercial advertising in such a manner as to state or imply that the Contracting Party or the Contracting Party's services are endorsed.

Signed this ____ day of _____, 2012.

IN WITNESS WHEREOF:

[Insert Legal Entity Name Here]

By (Signature): _____
[Type Name Here]

Position: _____

HAMILTON COUNTY *[Insert Department Name]* DEPARTMENT

By (Signature): _____
[Type Name Here]

Position: _____

HAMILTON COUNTY, TENNESSEE

By (Signature): _____
Jim M. Coppinger

Position: _____ County Mayor