**GILA COUNTY**

**NOTICE OF REQUEST FOR PROPOSALS-REBID**
**092815**

**DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE**

**BIDDER'S INFORMATION**
**CONTRACT DOCUMENTS AND SPECIFICATIONS**


***BOARD OF SUPERVISORS***
**Michael A. Pastor, Chairman**
**Tommie C. Martin, Vice Chairman**
**John D. Marcanti, Member**

***COUNTY MANAGER***
**Don E. McDaniel Jr.**

**GILA COUNTY**
**NOTICE OF REQUEST FOR PROPOSALS NO. 092815-REBID**
**DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide scanned images of the official recorded documents of Gila County from 1969-1997.

**SUBMITTAL DUE DATE:** **Thursday, January 21, 2016 11:00 AM**

**RETURN PROPOSAL TO:** **Gila County Finance Department**
**Attn: Jeannie Sgroi, Contracts Administrator**
**Guerrero Complex**
**1400 East Ash Street, Globe, AZ 85501**

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposals.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The county takes no responsibility for informing recipients of changes to the original solicitation document. It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The board of supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the office of the clerk of the Gila County Board of Supervisors, Globe.

Arizona Silver Belt advertisement dates: **December 23, 2015 and December 30, 2015**

Signed: Michael A. Pastor Date: 12-15-15
Michael A. Pastor, Chairman, Board of Supervisors

Signed: Jefferson R. Dalton Date: 12-15-15
Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
*for* Bradley D. Beauchamp, County Attorney

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## DEFINITION OF TERMS

**CD.** Compact Disc – a small plastic disc on which music or other digital information is stored, and from which the information can be read using reflected laser light.

**DPI.** Dots per inch.

**File Compression.** File compression is a data compression method in which the logical size of a file is reduced to save disk space for easier and faster transmission over a network of the Internet. It enables the creation of a version of one or more files with the same data at a size substantially smaller than the original file.

**JPEG.** Joint Photographic Experts Group – a format for compressing image files – a graphic image created from a range of compression qualities. JPEG is an ISO/IEC group of experts that develops and maintains standards for a suite of compression algorithms for computer image files.

**Microfilmed Images.** Also known as microphotography.

1. Microfilm is film on which tiny photographs of printed materials are stored.
2. Film on which documents, printed pages, etc. Are photographed in a reduced size for convenience in storage and transportation; enlarged prints can be made from such film, or the film can be viewed by projection.
3. Reproduction on microfilm.
4. A film on which printed materials are photographed at greatly reduced size for ease of storage.
5. A reproduction on this kind of film.

**Microfische Cards.** A flat sheet of microfilm in a form suitable for filing, typically measuring 4 by 6 inches and containing micro reproductions, as of printed or graphic matter in a grid pattern.

**Positive and Negative Images.** A positive image is a normal image. A negative image is a total inversion, in which light areas appear dark and vice versa.

**SFTP.** Secure File Transfer Protocol – a network protocol that provides file access, file transfer, and file management over any reliable data stream.

**TIFF.** A format for image files. A common format for exchanging raster graphics (bitmap) images between application programs, including those used for scanned images.

**USB Drive.** An external hard disk drive or optical disk drive that plugs into the USB port.

## SCOPE OF SERVICES

**SCOPE:**

It is the intention of Gila County to award a contract to a qualified contractor for document scanning and conversion services. The Gila County Recorder has an estimated 1,000,000 microfilmed images that need to be scanned, enhanced, and uploaded into the official Gila County Recording System, also known as Tyler Technologies – Eagle. With the completion of this project, all recorded documents from 1969 to present will be online and available to the public.

Contractor agrees to hold Gila County data in strict confidence. Contractor shall not use or disclose Gila County data, except as permitted or required by this Contract, as required by law, or as otherwise authorized, in writing, by an authorized agent of Gila County. Contractor agrees that it will protect the data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

**METHOD OF APPROACH:**

The offeror shall provide a narrative response to each question that demonstrates the understanding of the Scope of Work and describes the offeror's comprehensive method for providing the services stated in this solicitation. Within the offeror's response, the narrative shall include:

Project Consulting and Job Plan:

The offeror shall assume the services will be provided for a Customer who has never managed a document imaging project. With that assumption, the offeror shall describe how it will consult with the customer on its proposed job, including the types of questions the offeror will ask to best understand the project, the suggestions the offeror may make to help the customer obtain the proper outcome at the most effective cost, etc. Please provide a blank job-plan template for review. This template shall confirm the offeror's understanding of the requirements of a job plan that shall be presented to such a customer for the requested service.

On-Site and Off-Site Performance:

The offeror shall describe how it plans to work with the customer's storage facility for the imaging work which will take place at the storage facility. Topics should include, but are not limited to; movement of equipment, power required, space required, security on site, job-force background checks, and supervision; it shall also explain how the offeror will minimize the impact on customer and storage facility operations and will meet the facility's special security requirements.

Secure Transportation:

The offeror shall describe how it plans to manage and control the customer's film from pickup at the storage facility site through the return of the film to the storage facility. Include an explanation of any additional measures your organization takes which demonstrates your commitment to the safety and security of the customer's records.

Control and Storage of Records throughout the Imaging Process:
Describe the flow of the microfilm through the scanning and imaging process and how you ensure that all records are processed, controlled, and securely stored while in your possession. This should include a description of any tracking software you use.

Progress Reports:
Provide a template document of a standard progress report that will be provided to customer upon the customer's request.

ScanningData and Capturing Images:
Describe the offeror's procedures for capturing the best possible image for the customer and communication with the customer regarding any special actions taken.

Indexing and Data Entry:
Describe the different processes the offeror uses to index documents. Explain when the offeror would use each and describe the measures it would take to provide the customer with the most cost effective approach.

Quality Control and Assurance:
Describe the offeror's quality control procedures throughout the different phases of an imaging project. Also, describe the different levels of quality control and quality assurance it provides to your customers.

Output:
List and describe each media output method the offeror's firm can provide to customers (i.e. CD, secure file transfer protocol [SFTP], etc.

Disaster Recovery:
Provide a response to disaster recovery and include the items below. The discussion must include time frames for recovery.

- Methods for providing disaster recovery for both physical and electronic data; and
- Method for providing disaster recovery in situations where the offeror's own business continuity may be compromised. That is, how could Customers access their data if the offeror's business operation were not functioning.

A. **Capacity of the Offeror:** The Offeror shall provide a narrative response that describes its ability to provide all services stated in solicitation. Within the Offeror's response, the narrative shall include at a minimum:

Overall Company Information. The following bulleted information shall be provided in the offeror's response:

- Full legal company name;
- Brief company history, including the year business started;
- Physical Address of primary business offices, as well as the sites where described services shall be provided;

- Identification of a single or lead contact person, who will be responsible for all communications with the county throughout the solicitation process, as well as a contract person for any resultant contract;
- Days and hours of operation; and
- Whether the offeror's company is currently involved in any litigation and whether an adverse decision in such litigation would result in a material change in the company's financial position and future viability?

Staff. Describe the measures the offeror takes to ensure its staff members are well qualified, trained and supervised.

Accuracy. Describe the accuracy of the offeror's imaging process. What is its accuracy rate? How is that rate calculated? How often does the offeror assess the accuracy of its output?

Current Customer Base. Offeror shall provide a minimum of three (3) current government customer reference letters. These references shall be from current customers who are using services similar to what has been proposed in this Solicitation. The letters shall be address to the Gila County Contract Administrator's attention and detail should be provided regarding the type of work that was performed by the offeror, overall communication during the project term, and the results that were achieved. The letter shall state who the customer is and current contact information.

**General Information and Requirements:**

- All media is on 4x6 jacket microfiche cards; there is no roll film. The film is 16mm with no Optical Character Recognition (OCR) required.

- The fiche is located at our storage facility at 400 S. Franklin St., Saginaw, MI 48607. It is the responsibility of the Offeror to transport the film to and from the storage facility in a secure manner with the plan of transportation stated in the official bid. The following is information vital to project shipping costs:
    - 34 boxes of microfiche
    - Dimension of boxes – 15 inches x 14 inches x 5 inches
    - There are 28 inches of fiche per box

- Image Count – approximately 1,000,000 - this is images not documents. Image count also known as microphotograph count.

- Images – positive and negative to be scanned to provide positive results. Images are in both positive and negative formats due to the time when the original film was produced. Positive and negative images will be scanned and saved in a positive format.

- Scanned Output – Images are all in black and white. In each phase of this project the images will be scanned in JPEG for a working copy then converted to TIFF for a smaller and clear end product.

- Microfiche is filed by fee numbers and or docket and page.

- USB Drives shall be included in the price quoted by the vendor.

- A statement from Tyler Technology stating that the Offeror's system is compatible with Tyler Technology system and that Offeror will work with Tyler Technology in the uploading of the finished product. Gila County's point of contact at Tyler Technology is:

Christine Jandreau
Tyler Technologies/Eagle Solution Group
720-497-8070
Christine.Jandreau@tylertech.com

**Gila County Requirement:**

- **Phase 1**
  - **Scanning Location** - The original film for this project is located at 400 S. Franklin St., Saginaw, MI 48607.
  - **Microfiche Scanning –** The microfilm images will be scanned at 300 dpi in 256 shades of gray and saved by industry standard JPEG format with 85% compression. JPEG images shall be ordered in a sequentially numbered system, with the same referencing as the original microfilmed image. The images referenced in this proposal will be found in several different referencing formats; book and page, docket and page, document type, document range number and fee number.
  - **Image Format -** Each image will be scanned in as JPEG and TIFF formats. Each image shall be saved by the images referenced in this proposal, and will be found in several different referencing formats; book and page, docket and page, document type, document range number and fee number. Each TIFF image borders will be cropped with optimum file compression.
  - **USB Hard Drive –** All images, JPEG and TIFF, will be copied to two USB hard drives and one will be shipped to Gila County for inspection of the first phase and back up.
  - **Phase 1 Completion Time Frame –** The completion of phase 1 shall be completed within 30-45 days from Bid Award which shall serve as the official start date.

- **Phase 2**
  - **Manual Cropping** – Manual cropping will be performed to provide a more accurate original page size and fewer bytes per image.
  - **Manual Document Group & Index** – Manual grouping and index of images according to the first page of the document number will be performed.
  - **Image Inspection** – The images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and while TIFF image to ensure document accuracy and clarity. They shall also be compared to ensurethat all vital information, parties' names, dates, legal descriptions, and signatures are all captured.

- **Image Report** – A poor quality image report will be supplied to the Gila County Recorder's Office with reference to the images with poor quality; e.g. too light, too dark, blurry, duplication or missing pages. It will be composed of TIFF images with the reference number assigned to the original image for the Gila County Recorder's office inspection.

- **Phase 2 Image Format** – Images will be cropped, inspected, and indexed referenced by document and page number or by docket and page number. Both JPEG and TIFF files will be stored on USB hard drive.

- **Phase 2 Completion Time Frame** – The completion of Phase 2 shall be completed within 120-180 days after the completion of Phase 1.

- **Phase 3**
  - **Image Enhancements** – Images listed on the poor image report will be enhanced and re-approved by Gila County. The entire and or any specific part of the image will be enhanced to the most legible image possible.

  - **Rescanning** – If at any time during the process, an image needs to be rescanned, it will be rescanned by the offeror at no cost to the county.

  - **Phase 3 Image Format** – all final images and indexes will be formatted for accurate importing into the official Gila County Recording System, Eagle – Tyler Technologies.

  - **USB Hard Drives** - All formatted images will be copied onto 2 sets of external hard drives and delivered to Gila County.

  - **Phase 3** – the completion time of Phase 3 shall be completed within 60-90 days after the completion of Phase 2.

**REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION**

The Contractor that is awarded the project shall, within one week of discovery, report to Gila County any use or disclosure of data not authorized by this contract or in writing by Gila County or its representative. Contractor shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Gila County at no additional cost to Gila County.

**MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION**

Contractor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of Gila County or its representatives. These measures will be extended by contract to all subcontractors used by the Contractor.

Contractor shall not make any changes or modifications to the security measures or confidentiality of Gila County data without Gila County's prior written consent.

**HANDLING OF DATA**

Contractor will handle the data with the understanding that (i) only Authorized Persons, assigned by the Contractor, will have access to the data and (ii) such persons shall not divulge, publish, or otherwise disclose, orally or in writing, data or use the data except as specifically provided in this Contract.

**OWNERSHIP**

As between the Contractor and Gila County, all data provided by Gila County belongs to Gila County. Notwithstanding anything to the contrary herein, Gila County grants the Contractor an unlimited license to use all Gila County data, for the purpose and uses set forth in this Contract. Contractor retains all rights to and ownership of all Contractor properties, facilities, products, and services, including, without limitation, all software, web sites, servers, plug-ins, and all intellectual property. Nothing contained in this Contract shall give Gila County any right of audit or any right to enter upon, or interfere with, any of the Contractor's properties, servers or systems, or to demand any segregation of data except as, and to the extent, expressly provided in this Agreement.

**CONFIDENTIALITY**

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Contract, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). To the extent permitted by Arizona law, "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary or non-public information related to the past, present and future business activities of the Disclosing Party, its subsidiaries, and its affiliates; (ii) information relating to the Disclosing Party's business plans, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; or (iii) any other information that is designated as confidential by the Disclosing Party, when it represents trade secrets under Arizona law.

Confidential information does not include information that is or was, at the time of disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; (iv) independently developed by the Receiving Party provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owned to the Disclosing Party or (v) required by law or a court decision to be disclosed as public information.

At all times the Receiving Party shall (i) use the same standard of care to protect the confidential information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Gila County's identified representatives), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a 'need to know' basis.

**INQUIRIES**

Requests for additional information relating to this RFP should be directed to Jeannie Sgroi, Contracts Administrator at (928) 402-8612, or emailed to jsgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, January 13, 2016, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibits "B" and "C", are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and take precedence over the language appearing in Exhibits "A & B".

## EXHIBIT "A" INSTRUCTIONS TO BIDDERS

### Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, **but copies must have original signatures**.

B. Before submitting the Proposal and Forms each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature and Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 34.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

**Offer & Acceptance Period**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

**Discussions**

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

**Public Record**

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

As-Read proposal results are provided in response to telephone or written inquires. Awarded proposal results shall be on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

**Late Proposals**

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

**Submittal Proposal Format**

It is required that the proposal be submitted in triplicate (3), **all with original signatures** on all required RFP documents**.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 35, Contractor certifies:
   A. The submission of the proposal did not involve collusion or other anti-competitive practices.

   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

   D. Do *not* submit proposals in GBC binding (spiral binding).

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope as follows:**

1. A minimum of Three (3) copies, **all** with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "*Document Scan Conversion for the Gila County Recorder's Office-Rebid*", RFP No., "*092815*", Date "*January 21, 2016*", and time "*11:00 AM*" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

## GENERAL TERMS AND CONDITIONS

### Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for providing services similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.

5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

### Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

## EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 35, *Offer and Acceptance Page*, and *Bidders Qualification and Certification Form* pages 27-28.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and or debarment of the Contractor.

**Independent Contractor**

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of, or have any contractual relationship, with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for their employees working on this contract. It is further agreed by Contractor that he or she shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

**Contract Default**

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or

    2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Costs and Payments**

- Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.

- Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

- Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and shall require all subcontractors, to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and or state and local laws and regulations, any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- IRS W9 Form: In order to receive payment, the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services and or specifications required in the contract.

2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

3. In the opinion of the County, Contractor fails to furnish the required service and or product within the time stipulated in the contract.

4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if, and to the extent, that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

## MINIMUM SPECIFICATIONS

## EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide document scan conversion services for the Gila County Recorder's Office.

### General Purpose

1. All product specifications are **minimum.**

2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

4. Contractor shall review its Proposal submission to assure the following requirements are met.
    a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
    b. Qualification and Certification Form
    c. Price Sheet
    d. References List
    e. No Collusion Certification
    f. Intentions Concerning Subcontracting
    g. Legal Arizona Workers Act Compliance
    h. Bidder's Checklist & Addenda Acknowledgment
    i. Offer and Acceptance Page

### Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for one (1) more additional one-year period or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period with the possible exception of price and or minor scope additions and or deletions.

### Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

**Evaluation of Proposal**
Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

a. Method of Approach (Methodology);
b. Capacity of Offeror; and
c. Cost

**Negotiations with Individual Contractors**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices is prohibited.

  a. Any Response to a request for Clarification of a Proposal shall be in writing.
  b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

  a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.

  b. Exclusive Negotiations: A determination may be made by the Finance Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

  a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.

  b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

EXHIBIT "D"

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary. The Contractor shall assess its own risk and if it deems appropriate and or prudent, maintain higher limits and or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Additional insured coverage shall be on a primary and non-contributory basis.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Each Occurrence $1,000,000

   The policy shall name Gila County, Gila County's Board of Supervisors, employees, its representatives and agents as additional insured with respect to all operations and related work and shall provide that all insurance applies separately to each insured against whom a claim is made or suit is brought. The additional insureds shall be added under an endorsement or older edition dates and attached to the Certificate of Insurance.

   Gila County requires occurrence coverage. The Certificates should be marked "occurrence." If there is no marked "occurrence", we require the notation "occurrence form" in the Special Conditions box.

2. **Products and Completed Operations Liability**
   - Products – Completed Operations Aggregate $2,000,000
   - Each Occurrence $1,000,000

3. **Umbrella or Excess Liability**
   - Each Occurrence $1,000,000
   - Aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability $1,000,000

4. **Cyber Data Coverage**
   - General Aggregate $4,000,000
   - Each Occurrence Limit $2,000,000

   The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and or Specifications of this Agreement.

   Vendor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.
   The insurance should provide coverage for the following risks:

   A. Liability arising from theft, dissemination and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
   B. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to the Vendor's services including denial of service, unless caused by a mechanical or electronic failure.

5. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000
   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

6. **Professional Errors and Omissions Coverage**
   - General Aggregate $4,000,000
   - Each Occurrence Limit $2,000,000

7. **Worker's Compensation and Employers' Liability**

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | $1,000,000 |
| Disease – Each Employee | $1,000,000 |
| Disease – Policy Limit | $1,000,000 |

   This coverage must include, at a minimum, statutory coverage for states in which employees are in engaging in work. No excluded positions will be allowed. Vendor agrees to waive subrogation against Gila County, Gila County's Board of Supervisors, employees, its representatives and agents.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. Before commencing services, all legal entities referenced above must be individually listed on the certificate of insurance as an additional insured for liability coverage.
3. Contractor must maintain insurance coverage throughout the term of the Contract. Failure to maintain coverage throughout the term shall be considered a breach of Contract.
4. Contractor shall require all of its subcontractors and their respective sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the Vendor's own policy.
5. Contractor will notify Gila County of any material changes (including cancellation) to policies and endorsements. The certificate of insurance shall be emailed, mailed or faxed to Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax number 928-402-4386.
6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
7. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501,** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- Class VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## QUALIFICATION AND CERTIFICATION FORM

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

**Contract Number 092815 Document Scan Conversion for the Gila County Recorder's Office**

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

   _____

   _____

   _____

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **CONTRACTOR MUST ALSO PROVIDE *AT LEAST* THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   - **a.** A brief history of the Company.
   - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
   - **d.** List the specific qualifications the Contractor has in supplying the specified services.
   - **e.** A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

6. Contractor Experience Modifier (e-mod) Rating in Arizona**:**

_____

(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number**:**

_____

(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

## PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 092815 Document Scan Conversion for the Gila County Recorder's Office.

**Contractor Name:** _____ **Phone No.:** _____

| Description | Cost |
|---|---|
| Phase 1 | $ |
| Phase 2 | $ |
| Phase 3 | $ |
| **TOTAL COST** | **$** |

**All applicable taxes shall be included in proposed amount.**

**REFERENCES LIST**

**References**

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

2. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

3. Company Name: _____

   Contact: _____

   Phone: _____ Address: _____

   Job Length of Time: _____Months _____Years

   Job Description: _____

   _____

   _____

_____
Company Name

_____
Signature of Authorized Representative

_____
Title

**AFFIDAVIT BY CONTRACTOR**
**CERTIFYING THAT THERE WAS NO COLLUSION**
**IN BIDDING FOR CONTRACT**

STATE OF: )
)ss
COUNTY OF: )

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is _____
(Title)

of_____ and
(Name of Business)

That he or she is bidding on **Gila County BID NO. 092815 DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE, GLOBE, AZ,** and,

That neither he or she nor anyone associated with the said

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

**Subscribed and sworn to before me this _____ day of _____, 20_____.**

_____ **My Commission expires:**
**Notary Public**

_____

## CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 092815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- ❑ It is my intention to subcontract a portion of the work.
- ❑ It is not my intention to subcontract a portion of the work.

_____
Name of Firm

_____
By: (Signature)

_____
Title

## LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

## BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

**CHECKLIST:**

| REQUIRED DOCUMENT | COMPLETED / EXECUTED |
|---|---|
| QUALIFICATION & CERTIFICATION FORM | _____ |
| PRICE SHEET | _____ |
| REFERENCE LIST | _____ |
| NO COLLUSION IN BIDDING | _____ |
| INTENTIONS IN SUBCONTRACTING | _____ |
| LEGAL ARIZONA WORKERS ACT COMPLIANCE | _____ |
| BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT | _____ |
| OFFER AND ACCEPTANCE PAGE | _____ |
| BACKGROUND AUTHORIZATION | _____ |
| W-9 | _____ |

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**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

| | #1 | #2 | #3 | #4 | #5 |
|---|---|---|---|---|---|
| INITIALS | _____ | _____ | _____ | _____ | _____ |
| DATE | _____ | _____ | _____ | _____ | _____ |

Signed and dated this _____ day of _____, 2016.

_____
Contractor:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 092815 Document Scan Conversion for the Gila County Recorder's Office-Rebid.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before January 21, 2016, 11:00 AM.

## OFFER AND ACCEPTANCE

**TO GILA COUNTY:**
The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

**Contractor Submitting Proposal:**

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

**For Clarification of this Offer, Contact:**

Name: _____

Title: _____

Phone No.: _____

Fax: _____

Email: _____

## ACCEPTANCE OF OFFER
***(For Gila County use only)***

The Contractor is now bound to provide the materials or services listed in RFP No.: 092815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. _____**092815**_____.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this _____ day of _____, 201___

_____
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST**

_____
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
*for* Bradley D. Beauchamp, County Attorney