

REQUEST FOR PROPOSALS

FOR

DIGITAL IMAGING SERVICES

Texas Board of Nursing

NIGP: 915-68, 920-30

Proposal Due Date: November 18, 2020

Proposal Due Time: 5:00 PM

1 GENERAL INFORMATION

1.1 INTRODUCTION

The Texas Board of Nursing (BON) is issuing this Request for Proposals (RFP) to obtain the services of a vendor to perform digital imaging services. The BON will only consider Responses from vendors that are willing and able to fulfill all aspect of the requested services as outlined in this RFP. At this time, the BON is accepting Responses from vendors listed in the Department of Information Resources' Cooperative Contracts Program.

1.2 BACKGROUND

The BON is a State of Texas Agency, whose physical location is 333 Guadalupe Street, Austin, Texas. The mission of the BON is to protect and promote the welfare of the people of Texas by ensuring that each person holding a license as a nurse in the State of Texas is competent to practice safely.

The BON fiscal year is from September 1 through August 31 of each year.

1.3 BON OBJECTIVES

The objective of this RFP is to select a Respondent that can provide:

1. Timely and professional services in accordance with the requirements provided for secure data transfers, handling, and disposition/return of Source Media after Capture;
2. Successfully convert Source Media to Output Media, as specified;
3. Provide timely and secure delivery of BON's Output Media, as specified; and
4. Provide timely reports of key activities and respond to routine requests from BON to ensure that all Source Media and Output Media meet the BON's requirements, as specified.

1.4 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

The BON endeavors to promote full and equal opportunity for businesses to supply the BON with goods and/or services that are necessary to support the BON's mission. In this regard, the BON commits to select a Respondent in accordance with (i) BON needs, (ii) BON resources, (iii) HUB goals and guidelines established by the Texas Legislature and the Texas Comptroller of Public Accounts, and (iv) BON policies and procedures for contracting with Historically Underutilized Businesses.

1.5 BON'S RIGHT TO REJECT

This RFP does not commit the BON to select a Respondent or to award a contract to any Respondent. The BON reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP.

1.6 TERM OF CONTRACT

The term of a contract entered into as a result of this RFP will be effective on December 31, 2020, and will terminate on August 31, 2021. The term of a contract entered into as a result of this RFP may be renewed for up to three (3) additional one-year periods following the initial awarded one-year contracting period without the need for an additional re-bidding process. Further, the Texas Board of Nursing may extend a contract for six (6) months following the last period of renewal or for such additional time as the Texas Board of Nursing deems necessary to secure and transition to a new contract.

1.7 COMPENSATION, FEES, AND PRICING

1.7.1 PRICING STRUCTURE

Prices offered, as part of the Respondent's Proposal, to the State must be firm, fixed prices. However, the Texas Board of Nursing may negotiate this proposed pricing, and request a "Best and Final Offer," prior to Contract award. In the event the Contractor offers or provides a lower price to a specific Customer(s) for the same commodities or

services, under the same terms and conditions, provided for the State of Texas pursuant to its Contract, the Contractor must provide the same lower price to the Texas Board of Nursing.

1.7.2 PRICE DECREASES OR DISCOUNT INCREASES

Contractors are required to immediately implement any price decrease or discount increase that may become available. Contractor must notify the Texas Board of Nursing’s Legal Department in writing so that the Texas Board of Nursing may update the Contract. Any changes, including prices, must be documented and approved by the Board in writing, such as through a change order or contract amendment.

Notification of price decreases or discount increases should be sent by e-mail to April Liwanag: April.Liwanag@bon.texas.gov

Or mail to:

Texas Board of Nursing
ATTN: Legal Department, April Liwanag
333 Guadalupe, Tower 3, Suite 460
Austin, Texas 78701

1.8 CONSTRUCTION OF THIS RFP AND THE CONTRACT

1.8.1 GLOBAL DRAFTING CONVENTIONS

The terms “include,” “includes,” and “including” are terms of inclusion and enlargement. When used in the RFP and Contract, these terms should be read as if followed by the phrase “without limitation.”

Unless explicitly stated otherwise, any references to “Sections,” “Articles,” “Exhibits,” or “Attachments” are deemed to be references to the Sections, Articles, Exhibits, and Attachments to this RFP and the Contract.

1.8.2 HEADINGS

The Article and Section headings in this RFP and the Contract are for reference and convenience only and may not be considered in the interpretation of this RFP or the Contract.

2 ACRONYMS, ABBREVIATIONS, AND DEFINITIONS

2.1 ACRONYMS

Acronym	Definition
BAFO	Best And Final Offer
BC/DR	Business Continuity / Disaster Recovery
BON	Board of Nursing
DDI	Design, Development, and Implementation
DIR	Department of Information Resources
NDA	Non-Disclosure Agreement
PO	Purchase Order
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposal
TSLAC	Texas State Library and Archives Commission

2.2 GENERAL DEFINITIONS AND ABBREVIATIONS

General Definitions and Abbreviations, as used in this RFP and the resulting Contract, have the following definitions:

- Addendum – A modification of the specifications issued by the Texas Board of Nursing and distributed to prospective Respondents prior to the opening of responses;
- Best and Final Offer (BAFO)– A formal request made to selected Respondents for revisions to the originally submitted Proposal;
- Contract – The contract awarded as a result of this RFP and all exhibits thereto. Exhibits will include this RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, any subsequent submission by Respondent, and any Purchase Order (PO) issued as a result of the contract awarded as a result of this RFP.
- Contractor/Vendor – Respondent whose Proposal results in a contract with The Texas Board of Nursing.
- Customer – State of Texas agencies, institutions of higher education, and cooperative purchasing members, including the Texas Board of Nursing, that are required or permitted by law to purchase goods and services under contracts established by Texas Board of Nursing. The requirements and eligibility of any given state agency, institution of higher education, or other entity to purchase goods and services under Contracts established by the Texas Board of Nursing are subject to exceptions, restrictions, and change in accordance with applicable current or subsequent law and regulation.
- ESBD - The Electronic State Business Daily, which is available online at <http://www.txsmartbuy.com/sp>
- HSP – HUB Subcontracting Plan
- Party or Parties - Either the Texas Board of Nursing or Respondent, separately or collectively
- Proposal - A response submitted to the Texas Board of Nursing as a result of this solicitation.
- Respondent - Any person or vendor who submits a Proposal in response to this solicitation. Unless the context clearly indicates otherwise, all terms and conditions of the Contract that refer to Respondent apply with equal force to Contractor/Vendor.
- RFP - Request for Proposals, which is the type of solicitation embodied in this document.

Technical Definitions, as used in this RFP and the resulting Contract, have the following definitions:

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Merriam-Webster’s Collegiate® Dictionary, Eleventh Edition.

AIIM	Association for Intelligent Information Management (www.aiim.org) – A global community that provides education, research and best practices for organizations to help find, control and optimize information.
ANSI	American National Standards Institute (www.ansi.org) – An official, non-profit organization within the United States that administers the voluntary development of standards for products, services, processes, systems and personnel. It is the US equivalent of the British Standards Institution.
Backup Files	Copies of files or databases kept for a specified time in case the original files or databases are damaged, lost or destroyed.

Business Day	The period of time from 7:00 a.m. to 6:00 p.m. Central Time exclusive of weekends and observed holidays when BON offices are closed. A holiday will be excluded in a computation of Business Days only when such holiday is observed by the BON.
Capture	Process of scanning, storing, and retrieving Documents regardless of original format, using micrographics and/or electronic imaging (i.e., Scanning, OCR, ICR, OMR, etc.). This includes working with born-digital Documents (i.e., capturing/indexing incoming virtual faxes) Born-digital Documents are Documents that were not created in paper form.
Chain of Custody	A documented, chronological process or audit trail for tracking the transfer and control of Documents and electronic information..
Check-in	The final step in the Chain of Custody process, when Awarded Vendor returns all Output Media, and any specifically requested Source Media, to the BON.
Check-out	The first step in the Chain of Custody process. Check-out occurs when Awarded Vendor takes possession of Source Media.
Contract	The entire agreement between the BON and Awarded Vendor resulting from this procurement.
Digital Imaging	The process of Capturing a variety of source Documents from multiple Source Media with varying degrees of Image quality. Digital Imaging may use character recognition and file compression and deliver in multiple Output File Formats on a variety of Output Media.
Disaster Recovery	Disaster Recovery is defined as the contingency plan a Contractor has prepared that would enable it to continue to conduct normal operations should a natural or catastrophic situation cause normal production and distribution activities to be disrupted.
Document	A written or printed instrument that conveys information. Digital versions of Documents should adhere to ANSI/AIIM standards and any other standards per RFP. This includes working with born-digital Documents (i.e. capturing/indexing incoming virtual faxes) – Documents that that are never in paper form.
Document Handling	Document Handling describes how a Contractor’s equipment processes the Document. For example, scanners may be sheet-fed with or without a straight paper path. A straight paper path provides reliable Document transportation for most Documents. Scanners may be of several types, for example, flatbed, rotary, or planetary. Document Handling may include Secure overnight storage (e.g., vault), expert care and handling, stringent standards for temperature, humidity, light, air quality, gas fire suppression, UV light exposure limits, etc., as required by the BON.

Document Preparation	Document Preparation includes removing bindings, paper clips, attachments, and fasteners; photocopying oversize or undersize Documents; purging unnecessary information; or repairing damaged originals for Document receipt, inspection, and inventory. Also included is the mounting of notes or undersized documents to standard white sheets or on the back of the corresponding document if it is blank, unfolding of folded pages, the proper orientation of Images; and, the marking of illegible documents as "Best Available Copy".
DPI	Dots per inch – Dots per inch indicate the resolution of Images. The more dots per inch, the higher the resolution. A common resolution for laser printers is 600 dots per inch. This means 600 dots across and 600 dots down, so there are 360,000 dots per square inch.
File Format	A format for encoding information in a file. Each different type of file has a different File Format. The File Format specifies first whether the file is a binary or ASCII file, and second, how the information is organized. For example, raster Images, ASCII text, SGML tagged for electronic distribution or publishing, PDF Image files, etc.
Final Files and Materials	The Contractor shall provide Final Files and Materials in a format as agreed upon at project completion to the BON. The file shall conform to RFP requirements. The list of Documents converted shall, at a minimum, consist of each Document number, Document title, date, revision level, and page number. This file shall be structured from the source data as specified by the BON. The BON may request source Documents, Source Media, Images, indexes, audit trails, searchable text, data dictionary, etc. (in non-proprietary or widely available formats) including anything the Customer paid for and needs to continue business.
Gov't Code	The Texas Government Code.
Image	When used as a noun: An electronic representation of content, such as a Document. It may be loosely divided into two types: master Images, which are Images prior to any enhancement or correction saved in an uncompressed format, and derivative Images, which may have been processed in some manner and are often saved at a lower resolution or in a different format for access purposes. When used as a verb: see definition of "Capture," above.
Image Enhancement	Removal of date stamps and other markings, De-skewing Images to within five (5) degrees or less of skew, De-speckling, cropping, rotation, etc. Image Enhancement is a process to alter (usually in an automated manner) Images to render soiled, faded, speckled, deteriorated, and other aspects of Images to be more pleasing to viewers or more susceptible to automated extraction of text. The Image Enhancement process may reduce background noise and alter uneven line widths, dull edges, faded areas, and uneven illumination.

Image Repository	A central place where a collection of digital Images is kept and maintained in an organized way, usually in computer storage. It may be part of a Document management system with specific functionality to control the check in/out of material, version control, and look-up against defined attributes.
Independent Double Key Entry	The process whereby two different trained operators enter data at different times while looking at the same scanned Image. If the entered data does not match up perfectly (spelling, spacing, etc.), software rejects the data entry and it is routed (along with the Image in question) to a supervisor who resolves the difference. In this manner, every index field is verified at least twice for its veracity. This process helps ensure near one-hundred percent (100%) accuracy.
Indexing	Based on a pre-defined Taxonomy and Metadata, identification of specific attributes of a Document or database record to facilitate retrieval. For example, Images may be indexed by receive date in order to retrieve them in date order.
Intelligent Character Recognition (ICR)	The computer translation of manually entered text characters into machine readable characters.
Large Format Document	Source Media above 11" x 17" to accommodate maps, architectural and engineering Documents, for example.
Metadata	Data that provides information about other data. It is usually expressed as elements in a schema or fields in a database. Typical elements include "Identifier," "Title," "Author/Creator," "Date," and "Keywords," where keywords are terms used in natural language. Metadata may be used by Indexing systems to help retrieve specific items.
Microfiche	Sheet of Microfilm containing an array of micro-images arranged in accordance with a standard grid (e.g., seven (7) rows and fourteen (14) columns) and usually including an eye-legible title along the top edge. Frequently used in micropublishing applications.
Microfilm	High-resolution photographic film suitable for recording micro-images of Documents. Often used to refer to Microfilm in roll format (e.g., 16mm Microfilm).
Needs Assessment and Analysis (NAA)	A documented process to determine the feasibility and justification for Digital Imaging Services for state or local records including consideration of the retention period and activity rate of the records, advantages and limitations of alternate records media, protection of essential records, access or retrieval concerns, and cost comparisons.
Optical Character Recognition (OCR)	OCR is a technique by which Images of characters can be machine identified, then converted into computer codes for processing.

Optical Mark Recognition (OMR)	OMR is a technique to recognize check boxes, filled in bubbles, etc. and is highly accurate on properly marked forms. Typically, OMR is used to automatically tabulate the results into a database (such as for surveys or voting).
Output File Format	An Output File Format is a way for the BON to receive digital Images in digital files. The RFP may require multiple Output File Formats (i.e., single-page TIFFs with Group IV compression). Sample Output File Formats include, but are not limited to, PDF, PDF/A, searchable PDF, TIFF, JPEG, etc.
Output Media	Digitally converted data delivered to the BON in an Output Media as specified by the BON. Examples include: (1) transmitted via SSL, FTP, or VPN; or, (2) written to CD-ROM, 4mm DAT or 8mm magnetic tape; 9-Track 1600 BPI or (3) 6250 BPI magnetic tape; (4) 3.5 inch, 5.25 inch, 12 inch, or 14 inch Write-Once Read-Many (WORM) optical or magnetic disks and/or (5) Write-Many Read-Many optical disks and Output File Format; or other currently available technology.
Permanent Record	Any State Record or Local Government record for which the retention period on a retention schedule issued by TSLAC or approved by TSLAC as permanent.
PPI	Pixels per inch - PPI indicates the measurement of how a monitor displays an Image. The resolution of an Image displayed on a monitor is determined by its PPI, or the number of pixels contained within one square inch of monitor space.
Project Manager	The person responsible for leading a project from its inception to completion. This includes planning, execution and managing the people, resources and scope of the project. Project managers must have the discipline to create clear and attainable objectives and to see them through to successful completion. The Project Manager has full responsibility and authority to complete the assigned project. Project Managers may be required by the BON, vendor, or both.
Re-preparation	Re-preparation consists of reconstruction of the Documents including the attachment of fasteners and bindings, reassembling of the Documents into their original configuration, preparing a Document inventory listing, and packaging/packing for return shipment to the BON.
Secure	Administrative, technical and physical safeguards or, as applicable, use of such safeguards, to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual regarding whom information is maintained.
Source Media	The materials delivered to/received by the Contractor to digitally process including paper, aperture cards, Microfiche, Microfilm, roll film, bound books, etc.

Special Format Capture	The process of scanning non-standard Documents like bound book, photos (both prints and negatives), newspapers, textual materials, manuscripts, maps, drawings, and other formats. Usually, these Documents require special Document Handling or equipment due to age, fragility, size, etc.
State Record	As defined in Tex. Gov't Code 441.180(11), "State record" means any written, photographic, machine-readable, or other recorded information created or received by or on behalf of a state agency or an elected state official that documents activities in the conduct of the state business or use of public resources. The term includes any recorded information created or received by a Texas government official in the conduct of official business, including officials from periods in which Texas was a province, colony, republic, or state.
Taxonomy	A system for naming and organizing content into categories that share similar characteristics.
TIFF	Tagged Image File Format
Turnkey Solution	A solution that is immediately ready to use upon implementation and is designed to fulfill the required process.

3 PROGRAM REQUIREMENTS AND SPECIFICATIONS

3.1 SPECIFICATIONS/SCOPE OF SERVICES

- A. Awarded Vendor shall Capture Source Media as multi-page Tagged Image File Format (TIFF) and Adobe Portable Document Format (PDF) files;
- B. Awarded Vendor shall index such captured Source Media using a Comma-Separated Value (CSV) file format usable with Microsoft Excel;
- C. Awarded Vendor shall Capture and convert TIFF images, and the CSV Microsoft Excel index file, to the following formats: Bitmap Image File (BMP), Joint Photographic Experts Group (JPEG), and Graphics Interchange Format (GIF), and Microfilm for permanent storage;
- D. Awarded Vendor shall Capture Source Media, including audio and video, from Compact Disc (CD), external hard drives, flash drives, and/or other digital data storage devices, and convert said Source Media into commonly used Output File Formats for return to the BON as Media Output;
- E. Awarded Vendor shall perform full Document Preparation of paper Source Media prior to Capture;
- F. Awarded Vendor shall produce Media Output on Microfilm, CD, flash media, external hard drives, and/or other common digital data storage devices;
- G. Awarded Vendor shall provide Secure Document Handling and Chain of Custody for the pick-up and Capture of Source Media from the BON, and to securely return Output Media to the BON;
- H. Awarded Vendor shall Capture and produce/return Output Media, as specified above, within ten (10) business days;

- I. Awarded Vendor shall provide Secure destruction of all original Source Media within thirty (30) days of the return of Output Media to the BON, and after written confirmation from the BON Information Technology Manager and/or other designated BON Staff;
- J. Awarded Vendor shall provide the Re-preparation and Secure, expedited, return of any Source Media to the BON, prior to Awarded Vendor's completion of Capture and the production of Output Media, if requested in writing from the BON;
- K. Awarded Vendor shall customize labels for Output Media, as specified by the BON;
- L. Awarded Vendor shall provide Media Output in Microfilm format packed in individual acid-free boxes/containers, as required by the Texas State Library and Archives Commission; and
- M. Following the implementation phase, Awarded Vendor shall attend annual meetings, or as needed, with the BON IT Manager and/or other staff.

3.2 **BON IMPLEMENTATION PROJECT MANAGER**

The BON will assign an Implementation Project Manager to this Contract. The Implementation Project Manager will work with Awarded Vendor to develop, review, and approve an implementation plan, processes and operating procedures, as well as to coordinate the start-up and integration of Awarded Vendor's services with the BON.

The BON Implementation Project Manager will be the BON Information Resource Manager, or his/her designee, unless otherwise indicated.

3.3 **BON CONTRACT MANAGER**

The BON will assign a Contract Manager to this Contract. Identification of the Contract Manager and any changes to this assignment will be documented in writing. The BON Contract Manager will have the authority to:

- sign written correspondence;
- coordinate quality control reviews;
- coordinate meetings with Awarded Vendor;
- investigate complaints;
- receive requests for substitutions or changes in goods or services awarded under the Contract;
- initiate contract amendments; and
- discuss pricing changes.

The BON Contract Manager will **not** have sole authority to agree to any:

- Contract amendment; or
- Pricing change

3.4 **BON PROJECT MANAGER AND LIAISONS**

The BON will assign a Project Manager to this Contract. The Project Manager will be the BON's Information Resource Manager, unless otherwise indicated. The Project Manager shall serve as the initial day-to-day point of contact for any communication regarding operations.

The Project Manager may designate additional Department Liaisons for each BON department. Department Liaisons will be able to coordinate with Awarded Vendor to arrange for the pick-up, preparation, and department specific requirements regarding Source Media. Department Liaisons may also take responsibility for guiding day-to-day operations. Department Liaisons will be designated during the Implementation phase.

3.5 AWARDED VENDOR IMPLEMENTATION PROJECT MANAGER

Awarded Vendor shall designate, in writing, an Implementation Project Manager who will serve as Awarded Vendor's point of contact for all communication regarding the implementation of services described in this RFP.

Awarded Vendor's Implementation Project Manager shall work cooperatively with BON personnel, and, specifically, the BON Implementation Project Manager, to ensure smooth and efficient implementation of Digital Imaging services. This work shall include consulting with the BON to determine goals, time frames, strategies/contingencies, procedures and resources for accomplishing the project.

Awarded Vendor's Implementation Project Manager shall direct and coordinate Vendor's resources to ensure that implementation of services progresses on schedule.

3.6 AWARDED VENDOR CONTRACT MANAGER

Awarded Vendor shall designate a Contract Manager who will serve as Awarded Vendor's point-of-contact for all communication regarding the Contract, invoicing, production reporting, post-implementation support, and improvements to Awarded Vendor's Digital Imaging Services.

Identification of Awarded Vendor's Contract Manager and any changes to this assignment shall be documented in writing. Awarded Vendor shall provide a fourteen (14) calendar day advance notification in writing to the BON Contract Manager of any changes in its Contract Manager.

Awarded Vendor's Contract Manager shall have the authority to:

- make decisions regarding the deliverables required by this Contract;
- sign all written correspondence;
- serve as the day to day point of contact;
- coordinate Quality Control reviews;
- coordinate meetings with the BON; and
- investigate complaints.

3.7 STATUS REPORTS

Unless otherwise agreed to by the BON, Awarded Vendor shall provide bi-monthly, written status reports to the BON during implementation. Status reports shall be submitted in electronic format.

Unless otherwise agreed to by the BON, Awarded Vendor shall meet at least annually with the BON Contract Manager, or contract Project Manager, and/or BON Staff throughout the term of the Contract to discuss status, issues and other matters pertaining to the activities and services performed under this RFP.

3.8 TESTING AND DOCUMENTATION REQUIREMENTS

Awarded Vendor shall create and provide to the BON documentation of all proposed, existing or revised plans and processes that relate specifically to the work described in this RFP.

Awarded Vendor shall collaborate with the BON to allow the BON to verify, inspect, test or modify any plan or process prior to the start of production activities.

3.9 DOCUMENT TRACKING

Awarded Vendor shall maintain BON Chain of Custody logs that record the receipt, movement and destruction of all Source Media and Output Media for the duration of the Contract.

Awarded Vendor shall provide the BON with quarterly Chain of Custody reports documenting, at a minimum, the following information:

- the date and time of Source Media Check-out at the BON;
- the name(s) of Awarded Vendor's staff and BON staff performing the Source Media Check-out;

- the name(s) of Awarded Vendor’s staff transporting Source Media to Awarded Vendor’s facility;
- the date and time that Source Media arrives at Awarded Vendor’s facility;
- the name(s) of Awarded Vendor’s staff verifying receipt of Source Media at Awarded Vendor’s facility;
- the name of Awarded Vendor’s staff performing Capture of Source Media;
- the unique filenames assigned by Awarded Vendor to the Output Media files created;
- the exact date and time (timestamp) each Output Media file, identified by its filename or its Unique Identifier, was created;
- the exact date and time (timestamp) each Output Media file, identified by its filename or its Unique Identifier, was transmitted, if applicable;
- the exact date and time (timestamp) each Output Media file, identified by its filename or its Unique Identifier, was purged from Awarded Vendor’s system; and
- the exact date and time (timestamp) Source Media is securely destroyed by Awarded Vendor.

3.10 TRANSPORTATION

As necessary, Awarded Vendor shall provide Secure Transportation of Source Media to and from the BON for Check-in and Check-out of all Source Media. The scheduled time(s) shall be determined during implementation.

3.11 DOCUMENT CONVERSION REQUIREMENTS

In addition to the requirements outlined herein, Awarded Vendor shall be capable of meeting the below requirements, and also able to adapt to changing BON needs, as necessary:

1. Awarded Vendor shall Capture all Source Media of the following sizes: letter, legal, envelope, postcard, standard photo sizes, and irregular (including torn) shapes and sizes not to exceed legal size (11 inches wide by 17 inches long).
2. Awarded Vendor shall sequence the images in each Output Media file according to the sequence of pages in the corresponding Source Media.
3. Awarded Vendor shall Capture each side of double-sided Source Media, including envelopes.
4. Awarded Vendor shall not Capture blank pages, if requested by the BON.
5. Awarded Vendor shall create black and white images from black and white pages contained in Source Media.
6. Awarded Vendor shall create color images from color pages contained in Source Media.
7. Awarded Vendor shall provide a “Best Possible Image” indication on, or unambiguously associated with, any Output Media that does not meet BON quality standards due to the condition or type of Source Media provided to Awarded Vendor, and for which Awarded Vendor cannot fully compensate.

The BON will work with Awarded Vendor to develop specific instructions for indicating “Best Possible Image” during implementation.

3.12 GENERAL IMAGING, PROCESSING AND QUALITY ASSURANCE STANDARDS

1. Awarded Vendor should be capable of following the imaging, processing, and Quality Assurance standards below which are designed to ensure that digital Documents remain useful and legally valid. The standards help ensure high quality Document Images, retrieval, and storage well into the future. Key standards relative to Document processing include, but are not limited to:
 - ANSI/AIIM TR25-1995 – The Use of Optical Disks for Public Records
 - ANSI/AIIM TR27-1996 – Electronic Imaging Request to Proposal (RFP) Guidelines

- ANSI/AIIM TR28-1991 –The Expungement of Information Recorded on Optical Write Once Read Many (WORM) Systems
 - ANSI/AIIM TR31-2004 – Legal Acceptance of Records Produced by Information Technology Systems
 - ANSI/AIIM TR32-1994 – Paper Forms Design Optimization for Electronic Image Management (EIM)
 - ANSI/AIIM TR 33-1998 – Selecting an Appropriate Image Compression method to Match User Requirements
 - ANSI/AIIM TR34-1996 – Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management (EIM) and Micrographics Systems
 - ANSI/AIIM TR35-1995 – Human and Organizational Issues for Successful EIM System Implementation
 - ANSI/AIIM TR40-1995 – Suggested Index Fields for Documents in Electronic Image (EIM) Environments
 - ANSI/AIIM MS52-1991 – Recommended Practice for the Requirements and Characteristics of Original Documents Intended for Optical Scanning
 - ANSI/AIIM MS53-1993 – Recommended Practice; File Format for Storage and Exchange of Image; Bi-Level Image File Format: Part 1
 - ANSI/AIIM MS55-1994 – Recommended Practice for the Identification and Indexing of page Components (Zones) for Automated Processing in an EIM Environment
2. Vendors must explain any inability to comply with the above processing standards.
 3. Awarded Vendor shall inspect one-hundred percent (100%) of Output Media to verify that all document conversion requirements have been met as they are described in this RFP.

3.13 ADMINISTRATIVE AND PHYSICAL SECURITY

1. At all times, Awarded Vendor shall be fully responsible to BON for the security of the storage, processing, compilation, or transmission of all BON Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such BON data are stored, processed, compiled, or transmitted.
2. Awarded Vendor shall develop and implement internal protection systems, including information security access lists and physical security access lists (the “access protection lists”), designed to protect BON Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this RFP. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose BON Data, as well as any special conditions and limitations applicable to each authorization.
3. Awarded Vendor shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least monthly, Awarded Vendor shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.
4. The BON shall have the right to review Awarded Vendor’s internal protection systems and access protection lists for all areas of the work site(s).
5. Awarded Vendor shall immediately notify the BON Contract Manager and Project Manager when any person Vendor authorized to access BON Data is no longer authorized to have such access. This notice is appropriate when individuals have been re-assigned or terminated due to any alleged misconduct.
6. Awarded Vendor’s physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this RFP, the physical access and logical access security systems logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs

created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of the BON within five (5) business days of the request.

7. The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects BON Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.
8. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. Vendor shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.
9. Awarded Vendor agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.
10. Contractor shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

3.14 SECURITY INCIDENTS

1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or other security incident, Awarded Vendor shall initiate risk mitigation and notify the BON Project Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken.
2. Within twenty-four (24) hours of the discovery, Awarded Vendor shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report to the BON Project Manager, fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.
3. Within five (5) Business Days of completing the risk analysis and investigation, Awarded Vendor shall submit a written Final Report to the BON Project Manager that includes a detailed explanation of the cause(s) of the incident, the nature of the incident, the cure that will be implemented and when that implemented occurred or will occur. If a cure has not been implemented at the filing of the Final Report, Vendor shall provide a supplemental report within (30) calendar days indicating the cure has been implemented.
4. If Awarded Vendor fails to file a Final Report, and supplemental report, if necessary, within forty-five (45) calendar days, unless otherwise agreed to by the BON, the BON may exercise any remedy in equity, provided by law, or identified in the Contract.

3.15 INFORMATION PROTECTION SYSTEMS

Awarded Vendor shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

1. Independent oversight of systems administrators and programmers;
2. Restriction of user, operator, and administrator accounts in accordance with job duties;
3. Authentication of users to the operating system and application software programs;
4. Awarded Vendor shall adhere to BON-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
5. Awarded Vendor shall have an authorization process for user access and privileges. Any access not granted is prohibited;

6. Awarded Vendor shall maintain an access protection list that details the rights and privileges with respect to each such user;
7. Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
8. Protection to prevent unauthorized processing in or changes to software, systems, and BON Data in the production environment.

Awarded Vendor shall also:

1. Implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of BON Data;
2. Implement counter-protection against malicious software on Contractor's internal systems used in contract performance;
3. Ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed;
4. Apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current; and
5. Awarded shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.
6. Be capable, upon written request by the BON, to encrypt data while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), and during transport (i.e. the physical moving of media containing BON Source Media/Data). The BON will specify the minimum encryption level necessary, if requested.

In the event that Awarded Vendor fails to comply with any of the Information Protection provisions, BON may exercise any remedy, including, but not limited to, termination of the awarded contract.

3.16 DOCUMENT HANDLING AND DATA DESTRUCTION REQUIREMENTS

1. BON will organize Source Media prior to releasing it for Check-out by Awarded Vendor.
2. Awarded Vendor shall provide a Secure environment for all Source Media and Output Media while in Awarded Vendor's possession until they are either delivered to the BON or Destroyed.
3. Awarded Vendor shall ensure that all Source Media and Output Media are protected at all times from (but not limited to) damage, alteration, unauthorized viewing and loss, whether as a result of exposure to the elements, theft, security breach or other cause.
4. Awarded Vendor shall ensure that no Source Media is opened or viewed while in transit.
5. Awarded Vendor shall ensure that no Source Media is left unattended or unsecured, for any reason, while in transit.
6. Awarded Vendor shall not print Output Media without the BON's express, prior written consent.
7. Awarded Vendor shall engage in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect BON Source Media and data. Vendor agrees to perform such continuous process improvement and to upgrade its security protection during the term of the contract.
8. Awarded Vendor shall provide Secure destruction of all Source Media, as follows:
 - Destroy all BON Source Media or data within thirty (30) days of Check-in of Output Media, unless otherwise indicated;
 - Destroy or purge any BON Source Media or data in a manner consistent with state policies and Federal regulations for destruction of private or confidential data in such a way so that the data are unusable and irrecoverable; and
 - Destroy all hard copy BON Source Media or data by shredding to effect 5/16-inch-wide or smaller strips and then either incinerating or pulping the shredded material

3.17 BUSINESS CONTINUITY AND/OR DISASTER RECOVERY PLAN

Awarded Vendor shall submit a current BC/DR Plan that includes a detailed recovery plan for all parts of its operations (automated and otherwise) related to the services of the Contract (corporate level or generalized BC/DR Plan shall not be substituted) resulting from this RFP.

The plan must include a detailed listing of alternate service facilities, redundant computer/network systems, order processing systems/customer service personnel and equipment, redundant communications systems, etc. Indicate your companies “double” redundancies that will add assurance if both the primary and backup were compromised, data could be restored. In addition, the plan must describe in detail the methodology, technology and infrastructure necessary for Awarded Vendor to backup and restore the BON Source Media/Documents.

Current State of Texas requirements are listed in the Texas Administrative Code, Title 1 – Administration, Part 10 – Department of Information Resources, Chapter 202 – Information Security Standards, and Title 13 – Cultural Resources, Part 1, Chapter 6 – State Records, Subchapter C, Rule § 6.94.

1. The BC/DR Plan shall include a contingency plan to avoid disruption of service due to any third party or subsidiary performance deficiencies, labor problems, and any other event that could reasonably be foreseen to result in a disruption of services specified in the Contract resulting from this RFP.
2. Awarded Vendor shall maintain Backup Files for up to twelve (12) months after projection completion unless otherwise specified by the BON via written consent.

3.18 CYBERSECURITY TRAINING

If Contractor has access to any state computer system or database, Contractor shall complete cybersecurity training and verify completion of the training program to the Board pursuant to and in accordance with Section 2054.5192 of the Government Code.

3.19 QUANTITIES

The State of Texas does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this RFP and resulting Contract.

3.20 PERMITS.

Respondent will be responsible, at the Respondent’s expense, for obtaining all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes that pertain to the Contract.

4 PROPOSAL INFORMATION

4.1 PROPOSAL ORGANIZATION.

Proposals shall include all information required in this RFP and shall be in the format described in this RFP. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Any questions concerning this RFP should be directed to the Point-of-Contact by the Deadline for Proposals. The Respondent is solely responsible for its Proposal and all documentation submitted.

A Proposal constitutes a binding offer by the Respondent. **The Texas Board of Nursing will disqualify any response to this RFP that includes any type of disclaimer or other statement indicating that the Response does not constitute a binding offer.**

Respondent must be as precise, accurate, and succinct in its Proposal as possible. Respondent must provide detailed descriptions of how they will fulfill each requirement. Evaluators may consider the clarity and completeness of a Proposal as part of the selection process.

1. Section 1: Company Background. Provide your company’s background and any company information pertinent to this RFP, including how many years your company has been in existence, how many years your company has contracted with the State of Texas, and how your company specializes in the requested services. Include your Department of Information Resources contract information.

2. Section 2: Scope of Services/Specifications. Describe how your company meets all the requirements of Section 3: Program Requirements and Specifications of this RFP.
3. Attachment A- Execution of Offer.
4. Attachment B- Pricing Form.
5. Attachment C- Respondent Information and Best Value Questionnaire.

4.2 CONFLICT OF INTEREST DISCLOSURE

By signing the Execution of Offer, Attachment A, Respondent affirms that the execution of a Contract between Respondent and the State will not create a conflict of interest or cause an appearance of a conflict of interest. In its Proposal, Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's (and its proposed subcontractors') submission of a Proposal and possible selection as Contractor or its performance of the Contract.

If the circumstances certified by Respondent change or additional information is obtained subsequent to submission of Proposals, by submitting a response, Respondent agrees that it is under a continuing duty to supplement its response under this provision, and Respondent shall submit updated information as soon as reasonably possible upon learning of any change to Respondent's affirmation.

4.3 BINDING EFFECT OF PROPOSAL.

Unless otherwise agreed in writing signed by the Executive Director or Designee, each Respondent agrees to and shall be bound by the information and documentation provided with the RFP, including prices quoted for services.

4.4 SIGNATURE AND CERTIFICATION OF RESPONDENT.

The Proposal must be signed and dated by the Respondent who is authorized to bind the Respondent to the terms and conditions contained in this RFP, and who can verify compliance with the information submitted in the Proposal. Each Respondent submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal, and (b) the authority of the individual whose signature appears on the Proposal to bind the Respondent to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

4.5 REQUIREMENTS FOR SUBMISSION.

Electronic Submission Required. Each Respondent shall submit one (1) electronic copy of the Proposal via email to the e-mail address provided below. The electronic copy should be submitted in Microsoft Office® Formats (Word® and Excel®) or in a format that may be read by Microsoft Office® Software. Any documents with signatures shall be submitted as an Adobe® Portable Document Format (PDF) file.

The electronic copy of the Proposal shall be submitted via email by the Proposal Deadline to **April Liwanag** at **April.Liwanag@bon.texas.gov** with the subject line: **RFP FOR DIGITAL IMAGING SERVICES**.

4.6 USE AND DISCLOSURE OF INFORMATION.

If a Proposal includes proprietary data, trade secrets, or information the Respondent wishes to except from public disclosure, then the Respondent must specifically label such data, secrets, or information as follows: "**PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION.**" To the extent permitted by law, information labeled by the Respondent as proprietary will be used by the BON only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Respondent pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Respondent selected. Additionally, Respondent must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential.

Without prior written notice to the awarded Respondent, a redacted version of the Proposal submitted under this section may be posted on the Texas Board of Nursing's website as part of the Contract, in accordance with section 2261.253(a) of the Texas Government Code.

4.7 CONFIDENTIALITY, PROPRIETARY INFORMATION, AND THE TEXAS PUBLIC INFORMATION ACT

The Texas Board of Nursing is a governmental body and therefore, is subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, as interpreted by judicial opinions and the opinions of the Office of the Attorney General; as well as contract reporting requirements. The Proposal and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies.

Responses to requests for Respondents' information shall be handled in accordance with the provisions of the Public Information Act. If a Respondent's confidential or proprietary information is requested pursuant to the Public Information Act, the Board will notify the Respondent not later than the tenth business day after the date the Board receives the request for information. Respondents have the right to object to the release of their records by submitting written arguments to the Office of the Texas Attorney General that one or more exceptions apply to the records. The Attorney General is generally required to issue a decision within 45 business days.

Respondent will be required to make any information created or exchanged with a state governmental entity, and not otherwise excepted from disclosure under the Texas Public Information Act, available in at least one of the following formats that is accessible by the public at no additional charge to the State of Texas, and the Texas Board of Nursing: portable document format (pdf) compatible with the latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®; or, hard copy (paper).

By submitting a Proposal, each Respondent agrees to reproduction by the State of Texas, the Texas Board of Nursing, and other State agencies, without cost or liability, of any copyrighted portions of Respondent's Proposal or other information submitted by Respondent, in order to comply with any Legislative Budget Board reporting requirements or other reporting requirements mandated by law.

4.8 TERMS AND CONDITIONS ATTACHED TO PROPOSAL.

Any terms and conditions attached to a Proposal will not be considered unless specifically referred to in the Proposal.

4.9 RISK OF LOSS, DAMAGE, AND DELAY.

Respondent acknowledges and agrees to release and hold harmless the BON's officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the BON. The BON will not be liable for late delivery of Proposals by the carrier.

4.10 OWNERSHIP OF PROPOSALS.

All Proposals become the physical property of the BON upon receipt.

4.11 COSTS OF PARTICIPATION.

The BON specifically disclaims responsibility and/or liability for any and all costs, expenses, or claims related to or arising out of the Respondent's participation in this RFP process, including but not limited to, costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

4.12 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, ORDINANCES, POLICIES, AND BON POLICIES AND PROCEDURES.

By submitting a Proposal, the Respondent agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the BON. BON policies and procedures may be accessed on the BON's website.

5 RFP PROCEDURES

5.1 DEADLINE FOR PROPOSALS.

Proposals must be received in the manner and to the address specified in Section 4.5 of this RFP, no later than 5:00 p.m., Central Standard Time, on **November 18, 2020.**

ANY PROPOSAL RECEIVED AFTER THE DEADLINE WILL BE IMMEDIATELY DISQUALIFIED FROM CONSIDERATION, AND WILL BE RETURNED UNOPENED TO THE RESPONDENT.

5.2 RESPONSIVENESS SCREENING

The Texas Board of Nursing will perform an initial responsiveness screening of the Proposal to verify completion and signature of all required documentation. Proposals determined not to be responsive will be disqualified.

Respondents are to provide their best response to the specifications and terms and conditions contained in the RFP. Based upon the Texas Board of Nursing's evaluation of the Respondents' responses to this RFP, the Texas Board of Nursing shall determine if there is a need to solicit a "Best and Final Offer". A request for a "Best and Final Offer" shall be at the sole discretion of the Texas Board of Nursing and shall be requested in writing from the Texas Board of Nursing's Purchasing Division. Any unsolicited Respondent's request for a "Best and Final" offer shall not be considered.

5.3 COMPLIANCE WITH RFP REQUIREMENTS.

By submission of a Proposal, Respondent agrees to be bound by the requirements set forth in this RFP. The BON, at its sole discretion, may disqualify a Proposal from consideration, if the BON determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

5.4 RIGHT TO MODIFY, RESCIND, OR REVOKE RFP

The BON reserves the right to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of the BON executes a contract with the selected Respondent.

5.5 RESERVATION OF RIGHTS

The rights of the Texas Board of Nursing include, but are not limited to:

1. Rejection of any and all offers received.
2. Cancellation of the RFP at its sole discretion.
3. Suspension of the procurement process.
4. Request Respondents to clarify their offer and/or submit additional information pertaining to the offer, including issuance of RFP addenda.

This RFP does not commit the Texas Board of Nursing to make an award, nor does it obligate it to pay any costs incurred in preparation and submission of offers or in anticipation of a Contract.

Should an award be made, a Contract/Purchase Order will be issued. The resulting Contract is binding and will be inclusive of the RFP (with all supplements, terms and conditions, appendix, or other attachments), any Addenda to the RFP, and the awarded Respondent's Proposal.

5.6 CHANGES

Subsequent to an award, the Texas Board of Nursing, at any time by written Addendum, make changes within the general scope of this procurement, including, but not limited to, changes in the specifications, the manner of performance of the work, or directing acceleration in the performance of the work.

Except as provided in this RFP, no order, statement, or conduct of the Texas Board of Nursing shall be treated as a change under this section or entitle the awarded Contractor to an equitable adjustment.

5.7 RESCISSION OF PROPOSAL.

A Proposal may be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, pursuant to a written request sent to the BON.

5.8 REQUEST FOR CLARIFICATION.

The BON reserves the right to request clarification of any information contained in a Respondent's Proposal.

5.9 COMMUNICATIONS WITH BON PERSONNEL.

The Board adopts the Texas Comptroller of Public Accounts' Vendor Communication Policy. Respondents must direct all inquiries and communications concerning this RFP to the Point-of-Contact listed below.

Respondents may communicate solely with the Texas Board of Nursing Point-of-Contact, except as expressly approved in advance by the Texas Board of Nursing's Point-of-Contact.

Failure to comply with these requirements and communications with anyone other than the Point-of-Contact without express prior approval may result in disqualification of a Response.

Mailing Address/E-mail Address

Texas Board of Nursing
Attn: Kizzie Gonzales
333 Guadalupe, Suite 3-460
Austin, Texas 78701
Email: Kizzie.Gonzales@bon.texas.gov

Physical Address

Texas Board of Nursing
Attn: Kizzie Gonzales
333 Guadalupe, Tower 3, Suite 460
Austin, Texas 78701

After award of any Contract resulting from this RFP, all requests for Contract changes and all communications relating to the Contract will be processed through the Texas Board of Nursing's Legal Department.

5.10 MEDIA RELEASES.

Respondents shall not use the Board's name, logo, or other likeness in any press release, marketing material, or other announcement without the Board's prior written approval. The Board does not endorse any vendor, commodity, or service. Respondent is not authorized to make or participate in any media releases or public announcements pertaining to this procurement and the respondent or the services to which they relate without the Board's prior written consent, and then only in accordance with explicit written instructions from the Board.

6 EVALUATION, SELECTION, AWARD

The Texas Board of Nursing reserves the right to award a contract(s) without any negotiations and reserves the right to not make awards.

6.1 MODIFICATION OF PROPOSALS.

All Eligible Respondents will be afforded the opportunity to submit Best and Final Offers if (a) negotiations with any other Respondent result in a material alteration to the RFP and (b) such material alteration has a cost consequence that could alter the Respondent's quotations regarding rates for services.

6.2 SELECTION OF RESPONDENT.

The Respondent selected for the Contract will be the Respondent whose Proposal, as presented in response to this RFP, and as determined by the BON, in accordance with the evaluation criteria set forth in Section 6.4, to be the most advantageous to the BON. Respondents acknowledge that the BON is not bound to accept the lowest-priced Proposal.

6.3 EVALUATION OF PROPOSALS.

BON personnel, including personnel who serve on the Evaluation Committee, will evaluate Proposals. Proposals that are (i) incomplete; (ii) not properly certified and signed; (iii) not in the required format; or (iv) otherwise non-compliant, in whole or in part, with any of the requirements set forth in this RFP, may be disqualified by the BON. Submission of a Proposal indicates the Respondent's acceptance of the evaluation process set forth in this RFP and the Respondent's acknowledgement that subjective judgments must be made by the BON in regard to the evaluation process.

6.4 EVALUATION CRITERIA.

The Texas Board of Nursing will do an initial responsiveness screening of the Proposals to verify compliance with the requirements of this RFP, which includes signature on all required documentation. The remaining responsive Proposals will be evaluated to determine which one offers the best value and is in the state's best interest. In determining which Proposal provides the best value and is in the state's best interest, the Texas Board of Nursing will consider the criteria listed below. The relative weights of each criterion will be as listed.

Criteria	Weight (%)
Ability to Meet Specifications and Agency's Regulatory Needs	60%
Pricing Information	35%
Quality of References, including Past Performance Based on the Vendor Performance Tracking System	5%

6.5 CONSIDERATION OF ADDITIONAL INFORMATION.

The BON reserves the right to ask for and consider any additional information deemed beneficial to the BON in evaluation of the Proposals.

6.6 BEST VALUE

The Texas Board of Nursing will consider best value for the state as directed by Tex. Gov't Code § 2157.003 when awarding a Contract to a Respondent. Pursuant to Section 2157.003, "best value" means the lowest overall cost of an automated information system. The BON will consider the following factors:

- (1) the purchase price;
- (2) the compatibility to facilitate the exchange of existing data;
- (3) the capacity for expanding and upgrading to more advanced levels of technology;
- (4) quantitative reliability factors;
- (5) the level of training required to bring persons using the system to a stated level of proficiency;
- (6) the technical support requirements for the maintenance of data across a network platform and the management of the network's hardware and software;
- (7) the compliance with applicable department statewide standards validated by criteria adopted by the department by rule; and
- (8) applicable factors listed in Sections 2155.074 and 2155.075.

**ATTACHMENT A
EXECUTION OF OFFER**

NOTE: THIS ATTACHMENT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS ATTACHMENT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS ATTACHMENT.

By signature hereon, Respondent certifies to the following:

- A. Antitrust Affirmation. Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Response to any competitor or any other person engaged in the same line of business as Respondent.
- B. Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of this Contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this State.
- C. Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the Respondent certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- D. Computer Equipment Recycling Program. Respondent certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 Texas Administrative Code Chapter 328.
- E. Dealings with Public Servants Affirmation. Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it 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 Contract.
- F. Debts and Delinquencies Affirmation. Respondent agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas. In accordance with Section 403.0551 Texas Government Code, the Respondent acknowledges that any payments due to the Respondent under this Contract will be first applied toward any debt and/or back taxes the Respondent owes the State of Texas. Payments will be so applied until such debts and taxes are paid in full. This Section does not apply if federal law requires payment to be made to the Respondent for the services and may not apply if federal law conditions the receipt of the money for this service to the State or the basis of payment being made to the Respondent.
- G. Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by the Board or another agency at any time during the two years preceding this

Contract or, in the alternative, Respondent has disclosed to the Board the following: (i) the nature of the previous employment with the Board or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

- H. Entities that Boycott Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
- I. E-Verify Program. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:
 - a. All persons employed by Respondent to perform duties within Texas; and
 - b. All persons, including subcontractors, assigned by Respondent to perform work pursuant to the Contract within the United States of America.
- J. Excluded Parties. Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- K. Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of the Board.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State agency: _____

Position with Respondent: _____

Date of Employment with Respondent: _____

- L. False Statements. Respondent represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making material misrepresentations to the Board during the performance of this Contract constitute a material breach of the Contract and may void the Contract.
- M. Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- N. Foreign Terrorist Organizations. Section 2252.152 of the Texas Government Code prohibits the Board from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the Contract.

- O. Former Agency Employees. Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the Board during the twelve (12) month period immediately prior to the date of execution of the Contract.
- P. Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- Q. No Conflicts of Interest. Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- R. Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Contract is not ineligible to receive the Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- S. Signature Authority. The undersigned certifies that he or she is authorized to execute a contract as an authorized representative of the Respondent.
- T. Suspension and Debarment. Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
- U. Television Equipment Recycling Program. Respondent certifies its compliance Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
- V. Texas Bidder Affirmation. Respondent certifies that if a Texas address is shown as the address of the Respondent on its Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- W. Americans with Disabilities Act. Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- X. Disclosure of Interested Parties. Respondent represents and warrants that if selected for award of a Contract as a result of the solicitation, Respondent will submit to the Board a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
- Y. Drug-Free Workplace. Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 *et seq.*) and maintain a drug-free work environment.
- Z. Equal Employment Opportunity. Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

AA. Federal Occupational Safety and Health Law. Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

BB. Immigration. Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

CC. Legal and Regulatory Actions. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Respondent's Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to the Board's consideration of the Response.

If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to the Board's consideration of the Response. In addition, Respondent represents and warrants that it shall notify the Board in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Board shall constitute breach of contract and may result in immediate termination of the contract.

DD. Lobbying Prohibition. Respondent represents and warrants that the Board's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

EE. No Felony Criminal Convictions. Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any sub Respondent s and employees, agents, or representative of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised the Board of the facts and circumstances surrounding the convictions.

FF. Permits, Certifications, and Licenses. Respondent represents and warrants that it has determined what licenses, certifications and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits.

GG. Restricted Employment for Certain State Personnel. Pursuant to Section 572.069 of the Texas Government Code, Respondent certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the Board involving Respondent within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

HH. Unfair Business Practices. Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit, and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations, or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY): _____

SIGNATURE (BLUE INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NUMBERS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

**ATTACHMENT B
PRICING FORM**

Imaging Services	Item	Item Description	Pricing Unit	Price
Black and White Image Capture	1	Low (200 DPI)	Per Image	
	2	Medium (300 DPI)	Per Image	
	3	High (400 DPI)	Per Image	
	4	Very High (600 DPI +)	Per Image	
	5	Preservation < 600 PPI	Per Image Ranges	
	6	Preservation >= 600 PPI	Per Image Ranges	
Color Image Capture	7	Medium (300 DPI)	Per Image	
	8	High (400 DPI)	Per Image	
	9	Very High (600 DPI +)	Per Image	
	10	Preservation < 600 PPI	Per Image Ranges	
	11	Preservation >= 600 PPI	Per Image Ranges	
Large Format Image Capture	12	Medium (300 DPI)	Per Image	
	13	High (400 DPI)	Per Image	
	14	Very High (600 DPI +)	Per Image	
Transparent Media Image Capture	15	Medium (1200 PPI)	Per Image	
	16	High (2400 PPI)	Per Image	
	17	Very High (4000 PPI +)	Per Image	
Image Processing	18	Low (200 DPI)	Per Image	
	19	Medium (300 DPI)	Per Image	
	20	High (400 DPI)	Per Image	
	21	Very High (600 DPI +)	Per Image	
	22	Preservation < 600 PPI	Per Image	
	23	Preservation >= 600 PPI	Per Image	
Microfilm Conversion	24	Conversion of microfilm to digital Images	Per Image	

Microfiche Conversion	25	Conversion of microfiche to digital Images	Per Image	
Index Field - Type 1	26	Up to 15 Characters	Per Document	
	27	16-30 Characters	Per Document	
	28	31-45 Characters	Per Document	
Index Field - Type 2	29	Up to 15 Characters	Per Document	
	30	16-30 Characters	Per Document	
	31	31-45 Characters	Per Document	
Searchable PDF Documents	32	Scanned images with text portions	Per Image	
Special Document Handling	33	Handling includes overnight vault storage services	Per Day	
	34	Special handling for fragile materials	Per Image	
	35	Handling includes stringent environmental requirements	Per Day	
Capture from Special Formats	36	Photographic prints	Per Image	
	37	Photographic negatives	Per Image	
	38	Newspapers	Per Image	
	39	X-Rays	Per Image	
	40	Manuscripts	Per Image	
	41	Drawings	Per Image	
	42	Bound Books	Per Image	
Enhancing Images	43	Bit depth	Per Image	
	44	Resolution	Per Image	
	45	Tonal dynamic range	Per Image	
	46	Contrast	Per Image	
	47	Color space	Per Image	
Delivery Media	48	CD	Per Disc	
	49	DVD	Per Disc	
	50	USB	Per Device	
	51	External hard drive	Per Drive	

	52	Flash memory device	Per Device	
	53	Microfilm (Digital Archive Writer)	Per Image	
	54	Microfilm (Digital Archive Writer)	Per Roll	
Data Exchange	55	Compatible & Secure electronic data Exchange	Per gigabyte	
Image Repository Hosting	56	Central hosting of digital Images including routine backups	Per Image/ Per month	
	57	Redundant Hosting at alternate location	Per Image/ Per month	
Image Repository Maintenance	58	Image repository additions and maintenance	Per Hour	
Adding Electronic Images to Image Library	59	Processing images already in electronic format	Per Image	
Personnel	60	Project Manager	Per Hour	
	61	Certified Digital Imaging Architect	Per Hour	
	62	Programming Support	Per Hour	
	63	Technical Support	Per Hour	
	64	Data Entry	Per Hour	
	65	Document Preparation	Per Hour	
	66	Advanced Document Preparation	Per Hour	
	67	Re-preparation Services	Per Hour	
	68	Training Specialist	Per Hour	
Needs Assessment and Analysis	69	Project Planning Report	Per Hour	
Transportation of Source Material	70	Vehicle charge per round trip (1st 20 miles included)	Per Trip	
	71	Vehicle charge per mile over 20 miles round trip	Per mile	
	72	Secure carrier charge for each box in shipment	Per Box	
Secure Document Destruction	73	Paper Destruction	Per pound	
	74	Non-paper Destruction	Per pound	
Output File Formatting	75	Image output in non-proprietary file formats	Per Image	

	76	Indexes, audit trails, etc. (Non-Proprietary file formats)	Per gigabyte	
Location of Scanning	77	Performed at Contractor's facility, by contractor's staff	Per Image	
	78	Performed at PA facility by Contractor's staff	Per Image	
	79	Performed at Secure Mobile Scanning Unit by Contractor Staff	Per Image	
Desk Top Scanning	80	Performed at PA location by PA staff using Contractor's equipment	Per Image	
Extended Storage of Source Documents	82	Storage and security levels as per PA SOW.	Per day, per box	
Document to Microfilm Conversion	83	Conversion of up to legal size paper documents to 16 mm microfilm	Per image	
Microfilm Storage	84	Acid-free boxes for storage of 16mm microfilm	Per box	

ATTACHMENT C
RESPONDENT INFORMATION AND BEST VALUE QUESTIONNAIRE

A. Respondent's Contact Information. Please list the name, title, business e-mail address, business phone number, fax number, and e-mail address of the individual who will be the contact person for the term of any Contract resulting from this RFP.

Name: _____

Title: _____

Business E-mail Address: _____

Telephone: _____

Fax: _____

Contact Person's E-mail Address: _____

B. References. Respondent must provide a list of four (4) state agencies, corporations, or other entities, other than the Texas Board of Nursing, for which Respondent has provided the requested services in the RFP during the past five (5) years. Respondent must include dates of service, names, telephone numbers, and e-mail addresses of the state agency's or firm's contact person. If none, specify none.

This information will be used in evaluating Respondent's references, Respondent's prior performance, and other indicators of Respondent's probable performance under any Contract resulting from this RFP.

(1) State Agency or Other Entity: _____

Date Services Provided: _____

Name of Contact Person: _____

Telephone Number of Contact: _____

Email Address of Contact: _____

(2) State Agency or Other Entity: _____

Date Services Provided: _____

Name of Contact: _____

Telephone Number of Contact: _____

Email Address of Contact: _____

(3) State Agency or Other Entity: _____

Date Services Provided: _____

Name of Contact: _____

Telephone Number of Contact: _____

Email Address of Contact: _____

(4) State Agency or Other Entity: _____

Date Services Provided: _____

Name of Contact: _____

Telephone Number of Contact: _____

Email Address of Contact: _____

C. Cancellations or Terminations. Respondents must list all contracts or purchase orders that Respondent executed or accepted within the last three (3) years and which were canceled or terminated prior to completion by any state agency or other entity with which Respondent contracted. For each such contract or purchase order, Respondent must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such state agency's or firm's contact person. If none, specify none.

This information will be used in evaluating Respondent's references, Respondent's prior performance and best value criteria such as other indicators of Respondent's probable performance under any PO resulting from this RFP.

D. Entity Information. Respondent must provide the following information:

- (a) Describe the general nature of previous similar work your entity has performed, particularly work in the last three (3) years.

- (b) Describe the size and scope of all operations, including the number of employees and years in business.

(c) Describe your entity's prior contracting experience with state agencies and similar entities; and

(d) Provide any other information you believe is pertinent to the RFP.

E. Personnel. Provide the qualifications, education, training, experience and certifications of all Respondent's employees who will or may provide the items under the Contract. Respondent must provide this information for each employee. If additional pages are required, use this format on any additional pages.

Employee's Name: _____

Qualifications: _____

Education: _____

Training: _____

Experience: _____

Certifications: _____

Licenses: _____

Employee's Name: _____

Qualifications: _____

Education: _____

Training: _____

Experience: _____

Certifications: _____

Licenses: _____

Employee's Name: _____

Qualifications: _____

Education: _____

Training: _____

Experience: _____

Certifications: _____

Licenses: _____

Signature of Authorized Representative

Title

Date