

Council on Competitive Government



Digital Imaging Services Procedures Guide How to Use Contracts resulting from RFP No. 920 C1

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1.0 Introduction

The Procedures Guide for the Use of the Contract is intended to provide information on how to utilize the Prequalified Master List of Vendors for Digital Imaging Services. The Master Contract was established in July 2014 to meet several objectives, including:

1. Establish a cost effective solution for procuring Digital Imaging Services that is straightforward and easy to understand.
2. Establish additional services, to allow agencies and Local Governmental to tailor solutions appropriate to their needs.
3. Establish pricing that is consistent with state of Texas' Digital Imaging volume.

The contracted services in the Master Contract are listed on the CCG website for each vendor and should be used in addition to Statement of Work requirements for monitoring vendor performance.

The Master Contract allows state and local entities, herein referred to as Customers, to purchase from pre-approved vendors who have previously agreed to established terms and conditions. This process promotes the opportunity for the state to acquire resources at the best value.

The Master Contract does not include the purchasing and/or leasing of data processing and communications equipment (e.g., scanning equipment, digital computers, display devices, software, LAN/WAN networks), which, for example, may be employed in a document imaging, retrieval, and storage system. Those services or products would be obtained through the Texas Department of Information Resources (DIR) and are not addressed in the Master Contract. But in order to provide Turnkey Solutions to an SOW, Contractors are allowed to sell equipment needed for the project after the PA qualifies through a DIR cooperative contract blanket exemption or a DIR exemption.

2.0 Definitions

The following acronyms and terms definitions are from the Master Contract.

CCG	The Texas Council on Competitive Government , the state agency issuing this Solicitation.
CPA	The Texas Comptroller of Public Accounts
Customer / Customers	Those state and local entities, including but not limited to the CCG, that are required and permitted by law to purchase goods and services under contracts established by the CCG. This term includes the employees of these entities.
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.

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	<p>The Contractor shall provide Final Files and Materials in a format as agreed upon at project completion to the PA. The file shall conform to SOW 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 PA. PA 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.</p> <p>For example, SOW may require that the Final Files and Materials delineate those Documents for which conversion has been completed; if applicable, the intermediate format in which each Document has been scanned; the applicable character recognition, compression algorithm, output storage media and File Format of the stored Image; and an index for all converted data.</p>
Local Government	A county, municipality, special district, school district, junior college district, or other legally constituted political subdivision of the state.
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.
Participating Agency (PA)	State agencies, institutions of higher education, or other entities in Texas that are required and permitted by law to purchase goods and services under contracts established by the CCG.
Statement of Work (SOW)	A PA's Digital Imaging Services request that fully describes the PA's requested services, terms and objectives.
TSLAC	Texas State Library and Archives Commission
Turnkey Solution	A solution that is immediately ready to use upon implementation and is designed to fulfill the required process.

3.0 Roles and Responsibilities

3.1 Council on Competitive Government

The State Council on Competitive Government (CCG) is authorized under Texas Government Code, chapter 2162 to contract for state services and to establish the scope of participating agencies. A contract by CCG is specifically exempted in statute from any other state law

regulating or limiting state purchasing or a purchase decision, outside of the process described in Chapter 2162 of the Texas Government Code. The CCG may designate an agency as having administrative responsibility over procurement or the resulting contract or contracts.

3.2 Contract Administrator

The Texas State Library and Archives Commission (TSLAC) serves as the Contract Administrator for the Digital Imaging Contract. The Contract Administrator is responsible for the following activities:

- To provide general support and guidance to state and local entities regarding digital imaging services;
- To interpret the rules and processes that govern the Master Contract, the SOW, and exceptions to the Master Contract;
- To understand the limitations of the Master Contract and to make recommendations to CCG regarding modifications to the vendor list or the contract on an as needed basis;
- To provide advice to Customers regarding record retention;
- To serve as a primary point of contact for information and advice on digital imaging of state and local records; and
- To provide the vendor community a central point for suggestions, recommendations and opportunities to improve the Master Contract, to increase the usage of the contract, and to improve implementation processes.

It will be the Contract Administrator's responsibility to assist interested parties in navigating the SOW process and to obtain needed services.

4.0 Securing Services through the Master Contract

4.1 Notification of Contract Administrator

A Customer should contact the Contract Administrator before seeking to procure Imaging Services. The Contract Administrator can provide information and recommendations on proposed projects. The information a Customer provides to the Contract Administrator in this first step of the process will help the Contract Administrator and CCG monitor and improve the Contract. For more information, including approval forms that must be completed prior to project start, please see <http://www.tsl.texas.gov/slrn/imaging/scanning.html>.

Even if a Customer already has experience with Imaging, contact the Contract Administrator before the initiation of digital imaging work under this contract.

4.2 Statement of Work (SOW) Development

The Customer should create a SOW for Imaging Services. A Customer is free to use the Digital Imaging SOW Template (available on the CCG Digital Imaging webpage) or craft their own. The Customer should be as specific as practicable describing their needs when drafting their SOW. A sufficiently detailed SOW should allow Vendors to provide a comprehensive and competitive response. A SOW should include the following:

- Detailed description of work require and description of the Final Files and Materials that will be transferred to the Customer by the awarded vendor at the end of the project or the contract. A successful statement of work will:
 - Secure the best economic advantage utilizing best value;
 - Be clearly defined;
 - Be contractually sound;
 - Be unbiased and non-prejudiced toward respondents;
 - Encourage innovative solutions to the requirements described, if appropriate; and
 - Allow for free and open competition among the awarded vendors on the CCG Master Contract.
- The date and time responses to the SOW are to be received.
- Where the responses should be submitted (name, e-mail, address, etc.).
- A description of how responses will be evaluated.

Customers shall not request a vendor to prepare their SOW or issue a purchase order to a vendor that drafted the related SOW. Instead, Customers may wish to prepare an initial SOW for a Needs Assessment and Analysis in order to aid in defining their project in a subsequent SOW for services.

4.3 Submission to Vendors

Only after approval by the Contract Administrator, a Customer may submit SOWs for Imaging Services via:

- An email to all CCG Approved Vendors; and
- An email (or “cc:”) to the Contract Administrator (i.e. Nanette Pfiester, npfiester@tsl.texas.gov).

4.4 Modification of the CCG Master Contract Terms and/or Amendments

1) The terms and conditions of the CCG Master Contract shall govern all transactions by Customers under the Contract.

2) Customers shall not have the authority to modify the terms of the CCG Master Contract; however, additional Customer terms and conditions that do not conflict with the CCG Master Contract and are acceptable to Vendor may be added in SOW and/or a Purchase Order. No additional term or condition added in a SOW issued by a Customer can weaken a term or condition of the CCG Master Contract.

3) Examples of what SOW can and can’t provide:

SOW CAN:	SOW CAN’T:
Be more restrictive	Change requirements of Master Contract
Provide more detail to requirements	Limit the requirements in Master Contract

SOW CAN:	SOW CAN'T:
Provide clarifications	Waive requirements in Master Contract
Add requirements	

4.5 Selection and Award

Responses should be evaluated according to the process set out in the SOW.

Customers are encouraged to negotiate prices and free/value-added services with Vendors who respond to a SOW for Imaging Services. Additionally, Customers must document their procurement file as why the selected vendor is the best value solution for their needs.

PO's issued against the Master Contract should reference: 920 C1.

5.0 Vendor Performance

The Texas Procurement and Support Services (TPASS), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases over \$25,000 from contracts administered by CPA, or any other purchase over \$25,000 made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.

Vendor Performance shall be reported through the [CPA VENDOR PERFORMANCE TRACKING SYSTEM](#).

The purpose of the Vendor Performance Tracking System is to:

- * Identify vendors that have exceptional performance
- * Aid purchasers in making a best value determination based on vendor past performance
- * Protect the state from vendors with unethical business practices
- * Provide performance scores in four measurable categories for the CMBL vendors
- * Track vendor performance for delegated and exempt purchases

6.0 Waivers from the CCG Contracts

State Agencies are required to use the CCG Master Contracts unless they request and are granted a waiver from the CCG [Texas Administrative Code 401.81(d)]. Before requesting a waiver, State Agencies must submit SOW to all vendors that have a master contract. Then, agency must

use vendor responses and justify to CCG why none of the contracted vendors will meet the agency's needs.