

CHAMBERS COUNTY
DISTRICT CLERK'S OFFICE
Physical address: 404 WASHINGTON AVE.
Mailing address: P.O. BOX NN
ANAHUAC, TEXAS 77514

INVITATION FOR BIDS

PRESERVATION AND IMAGING OF HISTORIC BOOKS AND DOCUMENTS FOR THE CHAMBERS COUNTY DISTRICT CLERK'S OFFICE

BIDS MUST BE RECEIVED ON OR BEFORE: FEBRUARY 8, 2012 – 2:30 PM

BIDS WILL BE PUBLICLY OPENED: FEBRUARY 8, 2012 – 3:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Chambers County District Clerk's office **on or before 2:30 PM on Wednesday February 8, 2012. Bids will be publicly opened at 3:00 pm or soon thereafter** in the Chambers County Judge's Conference Room, 2nd floor, 404 Washington Ave., Anahuac, Texas 77514.

METHODS: Sealed bids may be hand-delivered/Fed Ex/UPS to the *Chambers County District Clerk's office, Attn: Patti Henry, District Clerk, Chambers County, 404 Washington Ave. Anahuac, Texas 77514* or **mailed** to *Chambers County District Clerk's office, Attn: Patti Henry, District Clerk, Chambers County, P.O. Box NN, Anahuac, Texas 77514.*

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: An original bid and two copies must be submitted. The bid must be marked original or copy. The bid consists of the COMPLETED AND SIGNED Bid Form with bid amount and original non-collusion affidavit signed and notarized.

SEALED: All bids must be returned in a sealed envelope with the words "Sealed Bid" and the bid name "District Clerk Preservation Project" on the front of the envelope. **If an overnight delivery service is used**, the words "Sealed Bid" and the bid name must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Chambers County requires bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm.

Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Chambers County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Chambers County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the District Clerk's office contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Chambers County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Chambers County.

CONTRACT: This Bid, when properly accepted by Chambers County, shall constitute a contract equally binding between the successful bidder and Chambers County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Under this contract, Patti Henry, District Clerk, Chambers County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Chambers County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through 120 days.

BID CONTACTS

DISTRICT CLERK CONTACT:

Patti Henry
404 Washington Ave.
Anahuac, Texas 77514
(409)-267-2432
phenry@co.chambers.tx.us

TECHNICAL CONTACT:

Cheryl Thompson
404 Washington Ave.
Anahuac, Texas 77514
(409)-267-2432
cthompson@co.chambers.tx.us

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point. All packaging used in transportation shall be readily sealed.

Confirmation of arrival of all books must be made via e-mail and if possible the online tracking of the shipment during transport.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless bids which do not state a fixed price, or which are subject to change without notice, will not be considered.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

FUNDING: Funds for payment have been provided through the Chambers County budget approved by Commissioners Court for the January 1, 2012 thru September 30, 2012 fiscal year.

SALES TAX: Chambers County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PURCHASE ORDER: If required by the Chambers County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number

- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to Cheryl Thompson, District Clerk's office (409)-267-2433.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Chambers County.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: Chambers County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

BID SPECIFICATIONS

GENERAL:

Chambers County, hereafter referred to as the County, is soliciting bids from qualified vendors to provide a service to restore, preserve and image historic books and relevant documents in the office of the District Clerk. The restoration work must be completed by June 30, 2012.

All interested parties shall perform an evaluation of said premises to determine the scope and depth of this project. This will require that an appointment be made with the District Clerk to schedule an on-site evaluation.

The County will not be liable for any costs incurred in the preparation of the response to this Invitation for Bid.

All bid submissions and materials become the property of the County and will not be returned.

Bidders are hereby notified that all bids submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

ORGANIZATION AND CONTENT OF BID:

The Invitation for Bid is intended to provide interested bidders with uniform information concerning the conditions for submitting bids. In response to the Invitation to Bid, bidders shall adhere to the established format. By doing so, comparable objective data will be provided for the County's review and analysis. The Bid shall contain the following sections, in the order and format described.

Section 1: Detailed Bid to include

- a. Project Understanding: Provide a written document discussing in sufficient detail to demonstrate an understanding of the project's scope and the services required.
- b. Experience: Provide a detailed written summary of the bidder's experience, qualifications, and financial strength. Summary shall include a list of entities where similar services were performed, especially experience in providing services to counties/municipalities. List shall contain entity name, address, contact name, and telephone number.
- c. References: Provide a list of at least three (3) references where like services have been supplied by the bidder. Include name of reference, address, telephone number, and name of contact.
- d. Samples: **Provide samples of completed work in all methods of restoration to be performed.**
- e. Service Delivery Plan: Describe how services required herein will be provided to the County, and describe how the service delivery plan will ensure timely delivery of services. The delivery plan must include a detailed schedule.
- f. Services Expected of the County: Define the nature and scope of all services expected to be provided by the County.
- g. Sample Contract: Include a copy of a proposed contract for service.

Section 2: Pricing

Submit pricing which must include fees for all services to be performed including the handling and delivery of the materials.

BID EVALUATION:

Selection Criteria:

Bids shall be evaluated based upon the criteria listed below. The following criteria will be used, without limitation, in determining the successful bidder. The County shall select that responsible and responsive bidder whose bid is determined by the County to be the best suited, most advantageous, and provides the greatest overall benefit to the County on the basis of the criteria and/or factors of evaluation listed.

- a. The bidder's technical understanding of the project, its purpose, scope and field evidenced by the quality of the bid submitted.
- b. The background experience, and financial strength of the bidder in providing similar services elsewhere, including the level of experience in working with counties/municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the County or for other counties/municipalities.
- c. The specific background, qualifications, and relevant experience of the individuals designated to provide services, especially those of the day to day program manager.
- d. Commitment to the County's timetable for the project.
- e. Assessment of the bidders ability to develop and maintain a positive working relationship with County staff and actively communicate with same, including specific methods for communication of information from records while in bidders care.
- f. Competitiveness of the pricing and the pricing formula, although the County is not bound to select the bidder with the lowest pricing for services.
- g. The bidder's responsiveness and compliance with the bid requirements and conditions.
- h. A review of references from other clients as provided in the bid submitted.

COLLUSION:

Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any bid or bids submitted by such persons guilty of said misrepresentation or collusion. In the event that the County enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the County may cancel said contract without incurring liability, penalty, or damages.

INSURANCE:

The selected bidder shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage within ten (10) days of receipt of Notice of Award. Failure to maintain insurance coverage as required and to name the County as the Additional Insured will be grounds for termination of the contract.

- a. Comprehensive General Liability Insurance
- b. Automobile Liability Insurance
- c. Valuable Papers Insurance: \$1,000,000
- d. Hold Harmless Agreement

The bidder shall indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees of counsel selected by the County arising out of or resulting from the performance of the work, and/or the supplying of materials, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (2) is caused in whole or part by any negligent act or omission of the Bidder, any subcontractor, anyone directly or indirectly employed by any of

them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

e. Assignment

Assignment by the successful bidder to a third party of any contract based on the Invitation to Bid or any monies due is prohibited and will not be recognized by the County unless approved by the County in writing.

CONSERVATION SPECIFICATIONS:

The books will be replaced with archival quality five post binders, colors to be chosen by the Counties contract administrator. The polyester film used for encapsulation must be Melinex 516® or Mylar® or equal. The film thickness must be a minimum of 3 mil.

Many conservation procedures are available for bound materials, several of which are briefly described here. Books of value should be examined individually, and the most appropriate treatment should be chosen based on use, condition, and the nature of the value of the book. Although some procedures seem straightforward, they are not and require the judgment and technical expertise of a conservator to avoid harming a book. A conservator may recommend one or more of the following.

SURFACE CLEANING OF BOOK PAGES

Superficial grime, dirt, and soot disfigure and abrade book pages. They can be removed with a soft brush or with a powdered eraser or a soft block eraser. Accretions like insect specks and mold residue may have to be removed mechanically with a small sharp tool like a spatula or, in the case of mold, with an aspirator, which vacuums the mold.

REMOVAL OF OLD REPAIRS AND TAPE ON BOOK PAGES

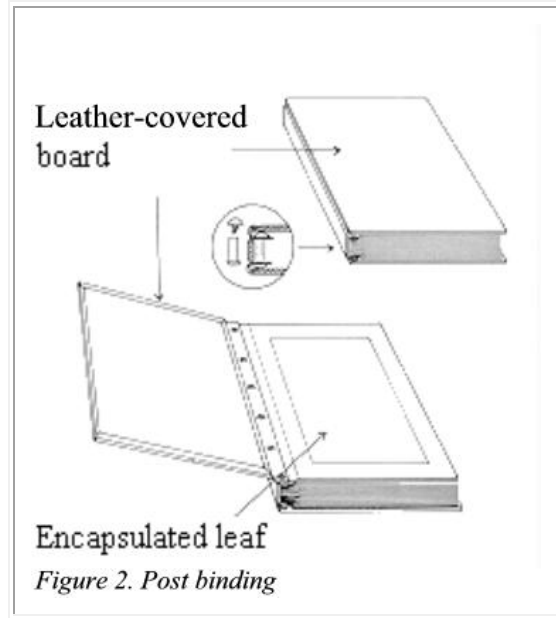
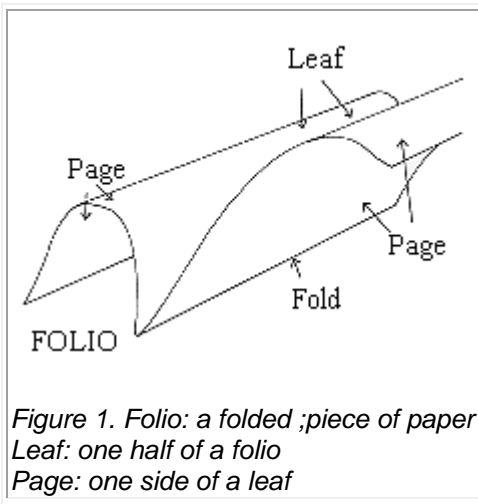
Past repairs may have been made with materials now known to be harmful, such as rubber cement and most tapes, and should be removed. Repairs that were made using water-based adhesives can be removed in a water bath, with moisture, or with steam. Many synthetic adhesives and pressure-sensitive tapes require use of an organic solvent for removal.

DEACIDIFICATION OF BOOK PAGES

Deacidification and alkalization of acidic paper, usually referred to simply as deacidification, is a generally accepted conservation practice, which can be carried out aqueously or nonaqueously. The purpose of the treatment is to neutralize acids and to deposit in paper a buffer that will protect it from the formation of acid in the future. Even though the effectiveness of deacidification is questioned in certain instances, such as in the treatment of degraded ground wood pulp paper, it is generally believed to be beneficial. A few materials, however, may be altered by deacidification and should not be treated. Certain colors, for example, may change under alkaline conditions, either immediately or over time. For this reason pages with colors are often not deacidified. Also, some papers may not require deacidification because of the high-quality fibers from which they are made, such as linen or cotton rag papers, or because they have been stored well and are in good condition. Washing followed by aqueous deacidification is a more thorough treatment than nonaqueous deacidification. However, aqueous treatment requires that a volume be disbound. If the volume should not be disbound or if inks are soluble in water, nonaqueous deacidification is an acceptable alternative.

MENDING, FILLING AND GUARDING BOOK PAGES

Tears in leaves can be carefully aligned and repaired with thin strips of Japanese paper and a starch paste or other adhesive of conservation quality. Holes or losses can be filled with inlays of Japanese paper pulp (leaf-casting). Another option is inlaying with a paper similar to the original in weight, texture, and color. This is extremely time consuming and is reserved for books of significant value. The folds (Figure 1) through which folios are sewn together when a book is bound often require reinforcement prior to rebinding. In this procedure, referred to as guarding, strips of Japanese tissue are adhered to the folds with a starch paste.



ENCAPSULATION IN POLYESTER FILM AND BINDING USING A POST-BINDING STRUCTURE

When all the leaves in a book are extremely weak and/or brittle and require overall support, encapsulation in polyester film and post-binding may be appropriate (Figure 2). Polyester film is a clear, inert plastic that provides excellent support for fragile paper. Each leaf of the book is placed between two sheets of polyester film, and the film is sealed along all four edges. Ultrasonic welding is the preferred method of sealing the film. If the leaves of a book are still in folio form, the folios will usually need to be cut along the fold to facilitate encapsulation. However, paper requiring encapsulation is usually so fragile that any folds that once existed have already broken. Polyester film has an electrostatic charge. For this reason encapsulation is not recommended for leaves that have loose, flaking, or friable media because the electrostatic charge may loosen media even more. The encapsulated leaves can be bound together in what is referred to as a post-binding. Boards (covers) are attached to the encapsulated leaves by means of screw posts, which pass through the covers and polyester film to produce an album-style binding. The boards must be covered in red leather.

DOCUMENTATION OF TREATMENT

Preparation of written and photographic records is a requirement of responsible conservation treatment for materials of value. The purpose of documentation is to record the appearance and condition of a book prior to treatment, describe the treatment that was done, and specify the materials that were used in the treatment. The purpose is also to identify a book that has been treated and to provide information helpful to conservators who may in the future treat that book further, especially as new improved techniques and materials become available. Documentation includes a written description of the condition prior to treatment, a listing of the procedures and specific materials used in treatment, and a statement of where and when the treatment was done. Written records are supplemented by photographs taken before, after, and sometimes during treatment. These records should be retained permanently.

COLLATION OF BOOK PAGES

Collation is an important part of documentation. In the context of the conservation treatment, this procedure includes careful checking of each page of a book to document the number and order of pages, plates, maps, etc.; to check for missing pages; and to note serious tears, stains, or other types of damage or irregularity.

EXTENSIVE TREATMENT

This refers to full treatment of both pages and binding. It includes structural repairs and often cosmetic treatment as well. It frequently involves disbinding, surface cleaning, washing, aqueous deacidification, mending and guarding of pages, resewing, repairing the original covers and reattaching them to the text. If the original covers are too deteriorated to reuse, the book is rebound in one of a variety of binding styles (case, splitboard, or laced-in structure) and titled. This level of treatment is usually reserved for books of high value.

Excerpts from article "Conservation Treatment for Bound Materials of Value", written by Shereilyn Ogden, Head of Conservation, Minnesota Historical Society

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BOOKS TO BE ENCAPSULATED INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING LIST:

1. CIVIL MINUTES VOL. C #1
2. MINUTES VOL. B
3. SPECIAL CRIMINAL AND CIVIL MINUTES VOL. A
4. CIVIL DOCKET AND TAX SUITES (BELL COUNTY)
5. CIVIL AND CRIMINAL MINUTES VOL. B
6. RECORD OF TAX JUDGMENTS #3
7. 1875-1915 BOND RECORDS
8. CRIMINAL AND CIVIL MINUTES VOL. D1
9. CRIMINAL MINUTES VOL. E1
10. DECLARATION OF INTENTION 1912-1930
11. NATURALIZATION SERVICE (CAN 10 & 11 BE COMBINED IN ONE BOOK)
12. TAX JUDGMENTS VOL. 2
13. MINUTE OF ACCOUNTS 1912-1933
14. MINUTES 1876-1887
15. MEDICAL RECORDS 1908-1937
16. DOCTORS MEDICAL REGISTER VOL. 1
17. MEDICAL REGISTER VOL. 2
18. INQUEST PROCEEDINGS (CAN 15-18 BE COMBINED IN ONE BOOK)
19. CIVIL & CRIMINAL MINUTES VOL. C

CAPTURING THE INFORMATION IN A DIGITAL FORMAT

This refers to the imaging or digitization of the documentation restored and preserved. All images should be post image capture quality and processed for content, verification, skew correction, border removal, and optimal quality. This information should be stored in a digital format, indexed by cause number, on either an external hard drive, CD's or whatever media determined acceptable by the County and the bidder. This information must be able to be viewed and transferred into the Counties Net Data case management system. All efforts will be taken by bidder to ensure the successful transfer of the information into the case management system and any costs incurred to accomplish this task included in the bid amount. The successful transfer of this information will be considered part of the goods or services received and a determining factor in the successful completion of this contract to insure final payment.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

_____ Date of BID: _____
Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____

Notary Public

My commission expires _____