

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
FOR THE RESTORATION AND PRESERVATION  
OF HISTORICAL RECORDS (2018.032)**

THIS AGREEMENT ("Agreement") is made this 27 day of September 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Kofile Technologies, Inc., located at 6300 Cedar Springs Road, Dallas, Texas 75235, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. Arapahoe County has provided the opportunity to procure services from their cooperative agreement RESTORATION, PRESERVATION AND IMAGING OF HISTORICAL RECORDS RFP-17-87. It is in the County's best interest to exercise its right to procure services pursuant to the County's Purchasing Policy 1080 for cooperative agreements.

All work shall be in accordance with the attached Exhibit A (SOW), the Contractor's cooperative award form in Exhibit B and Kofile's fee schedule in Exhibit C and incorporated herein by reference. Should there be any discrepancy between the Exhibits and this Agreement the terms and conditions of this Agreement shall prevail.

- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date first written above.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to four, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement

have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of ninety-nine thousand, nine hundred fifty dollars and zero cents (\$99,950.00)

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused

or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **10. WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **11. TERMINATION:**

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the

County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **12. MUTUAL UNDERSTANDINGS:**

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Clerk and Recorder's Office  
Contact: Erin Brim  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6127  
E-mail: ebrim@adcogov.org

Department: Adams County Purchasing  
Contact: Anna Forristall  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6297  
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6116

Contractor: Kofile Technologies, Inc.  
Contact: Dan Carlson and Eugene Sisneros  
Address: 6300 Cedar Springs Road  
City, State, Zip: Dallas, Texas 75235  
Phone: 214-442-6668 and 713-204-5734  
E-mail: Eugene.Sisneros@Kofile.us

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

### **13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

### **14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).


14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY




IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY, COLORADO  
COUNTY MANAGER

  
Raymond H. Gonzales

27 Sept 2018  
Date

KOFILE TECHNOLOGIES, INC.


  
Signature

9/21/18  
Date

Jerry C. Cobb  
Printed Name

Vice President  
Title

Attest:  
Stan Martin, Clerk and Recorder

  
Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

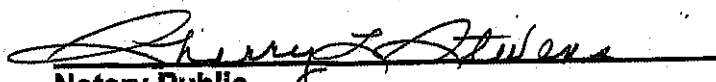
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

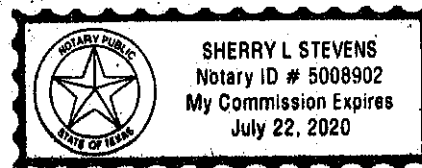
COUNTY OF Dallas

STATE OF Texas )SS.

Signed and sworn to before me this 21<sup>st</sup> day of September, 2018,

by Sherry L Stevens

  
Notary Public



My commission expires on: July 22, 2020

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**ADAMS COUNTY, COLORADO  
COUNTY MANAGER**

  
\_\_\_\_\_  
Raymond H. Gonzales

27 Sept 2018  
\_\_\_\_\_  
Date

**KOFILE TECHNOLOGIES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Attest:**

Stan Martin, Clerk and Recorder

\_\_\_\_\_  
Deputy Clerk

Approved as to Form:

  
\_\_\_\_\_  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF \_\_\_\_\_)

STATE OF \_\_\_\_\_)SS.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

### CONTRACTOR:

KoFile Technologies, Inc.  
Company Name

9/21/18  
Date

Jerry C. Cobb  
Signature

Jerry C. Cobb  
Name (Print or Type)

Vice President  
Title

Note: Registration for the E-Verify Program can be completed at:  
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

## **EXHIBIT A**

### **ADAMS COUNTY CLERK AND RECORDER (2018-032)**

#### **I. SCOPE OF WORK/STATEMENT OF WORK**

##### **Background:**

The Adams County Clerk and Recorder's Office seeks the restoration and preservation services of all of the County's historic record books. The County's objective is to restore and preserve the historical documents in compliance with Colorado law.

The County anticipates completing this project in stages over several years depending on availability of funds.

##### **A. Restoration and Preservation of Records**

Each set of historical documents, books, or records shall be restored and preserved. Exceptions are made for photostats, plats, and maps, which may require advanced conservation treatments due to their format and instability of component. All treatments proposed must be tested before services are attempted.

1. Safely dismantle volumes, as necessary.
2. All pressure sensitive and harmful tapes and adhesives are to be removed where possible using the most appropriate techniques and/or solvents, without further degradation to the document or text.
3. All loose soil and surface dirt to be removed by appropriate methods without further degradation to the document or text.
4. Please specify if vendor uses non-aqueous method of de-acidification. Specify if vendor would de-acidify all sheets.
5. Since Photostats cannot be de-acidified due to the original emulsion process, explain how the vendor proposes to address the loss of information due to fading or flaking. Solutions will be evaluated in accordance with accepted archival standards and substantiation of treatment.
6. Specify vendor's proposal to mend all minor tears and rips, and whether the proposed method relies on archival mending procedures, utilizing Japanese tissue paper and conservation grade acid free, reversible adhesive. Acceptable materials may include Japanese Kozo tissue and methyl cellulose adhesive, Filmoplast®, Crompton's Tissue, and LC Tissue. Discredited procedures such as Cerex nylon reinforcement with polyamide or polyester heat set adhesive are not acceptable, and may not be used. In addition, all tears must be addressed, and may not be left un-mended.
7. After de-acidification, mending, and other appropriate conservation treatments, specify the vendor's proposal to encapsulate sheets, the encapsulation material, thickness, construction, and whether it has hole punches for ability to be placed in binders. Vendor shall include three (3) samples of proposed archival polyester encapsulation pocket with submission.

## **EXHIBIT A**

### **ADAMS COUNTY CLERK AND RECORDER (2018-032)**

8. All Index tabs are to be repaired, reinforced, or replaced as necessary.
9. Explain vendor's proposal for preservation of the restored documents, including whether the volumes shall be rebound and the proposed material to be used. Fire and water resistant binders are preferred. The County will designate colors for each collection of records. Due to the added weight of the archival polyester pockets, should that preservation method be chosen, each volume may require being divided into two volumes and imprint shall include pages within. Each spine to be stamped, roller shelf style, in gold permanent foil and guaranteed not to fade or wear.

#### **B. Shelving**

Vendor shall propose a shelving method for all records preserved pursuant to this request. The criteria for the shelving shall account for, but not be limited by, the appropriate method of housing records, industry standard shelving for books, the ease of retrieval, the ability to file and not misfile the books, the amount of overall square foot "footprint" of proposed shelving, and advantages and disadvantages. The cost of the shelving shall be included in the response but separate from the price per book. Respondent shall include any necessary literature and manufacturer's stock number, etc., of the proposed shelving system.

#### **C. Pricing**

The vendor is to provide pricing for the options discussed in the preservation of historical books.

Adams County's books are different sizes and in different conditions. Please provide a price per page for the books listed in the FIRST STAGE of the project.

The total page count of books needing to be restored in this multi phase project is 1,425. The total page count for these books is 848,096 pages.

Adams County does have additional Maps and Miscellaneous Records that may be preserved at a later time in a different project stage.

#### **D. Project Management**

The vendor shall identify and assign an experienced Project Manager. This Project Manager will work with the County's Project Manager to see the successful completion of the project. The Vendor Project Manager and the County Project Manager will conduct status meetings at the request of the County Project Manager as needed. The Vendor Project Manager will provide monthly status updates to the County.

Please address the vendor's project control process, project milestones, and projected timeline for completion of the first stage project.

## **EXHIBIT A**

### **ADAMS COUNTY CLERK AND RECORDER (2018-032)**

#### **E. Vendor Specifications**

##### **1. Location of Work**

Identify the vendor's location of business where the services will be performed.

##### **2. Security Procedures**

Record access should be given only to employees of the vendor and assigned to this project. The use of sub-contractors is strictly prohibited for any aspect of the project. Provide information of the vendor's security plan and information about the proposed location of work, including:

1. Security System
2. Fire Suppression System
3. Environmental Controls

Records must be stored in a secure, climate controlled environment, with restricted access while in the possession of the vendor. The location of work on original historical or archival documents must maintain archival climate control standards. The facility (and cargo area during transport) must regulate temperature to 68°F, with only a 2°F variation at any time—even in the winter. Relative humidity (RH) must be controlled at a set point between 40% and 45%. The maximum acceptable total RH variation or operating range is 5% on either side of this set point. Unregulated, within 48-72 hours, degrees above 75°F and 60% RH encourages mold and other bacteria. Address how the location of work meets or exceeds these archival standards.

##### **3. Service Delivery Plan**

Due to the sensitive nature of these documents, all records shall remain exclusively in the custody and control of the vendor until returned to the County. In order to limit exposure during transport, the use of sub-contractors and third party transportation companies is strictly prohibited.

Records must be transported and stored in a secure and climate controlled environment, including a stable temperature and relative humidity regulation. The vendor must detail how the proposed transportation procedures address climate control at all times during transport.

Vendor shall provide all labor, materials, and rigging services necessary to pack, load, and/or unload to and from the transport vehicle at no additional charge to the County. The vendor is directly responsible for the packing of the books for transport; this includes, but is not limited to, taking the books

## **EXHIBIT A**

### **ADAMS COUNTY CLERK AND RECORDER (2018-032)**

off the shelves, inventorying, documenting condition, wrapping with appropriate packing materials, securing in transport tubs, loading onto the transportation vehicle, securing in the transport vehicle, and vice versa upon return of books.

Pickup and delivery is very important. Vendors shall describe their method of pickup and delivery of the record books including proposed batch size per pickup. Identify all necessary efforts to ensure that pick-up and deliveries are made during normal business hours. Explain how the vendor shall pick up and return the records.

#### **4. Accessibility**

Records are used daily by the public, and the ability to access these records must be maintained during the project. The vendor shall make fax and/or e-mail copies available to the County upon request.

#### **5. Quality Assurance Plan**

Quality of preserved documents and digital images is of extreme importance to the County. Address the vendor's quality assurance procedures.

## **II. FIRST STAGE OF THE ADAMS COUNTY PROJECT**

- A.** The First Stage is the following list of Grantor/Grantee books. There are 37 books total and 18,730 pages of various sizes.
- B.** Later Stages of the restoration and preservation services project may be discussed and determined with the vendor at a later date.

**EXHIBIT A****ADAMS COUNTY CLERK AND RECORDER (2018-032)**

**This list needs to take first priority as they are in the worst condition:**

<b>Records Series Title</b>	<b>Volume</b>	<b>Date</b>	<b>Page Count</b>	<b>Sheet Size</b>
General Index Grantee	1	1902-1906	302	18x11.5
General Index Grantor	1	1902-1906	388	18x11.5
General Index Grantee	2	1906-1908	232	18x11.5
General Index Grantor	2	1906-1908	240	18x11.5
General Index Grantee	3	1908-1910	382	18x11.5
General Index Grantor	3	1908-1910	414	18x11.5
General Index Grantee	4	1911-1914	460	18x11.5
General Index Grantor	4	1911-1914	470	18x11.5
General Index Grantee	5	1914-1917	546	18x11.5
General Index Grantor	5	1914-1917	556	18x11.5
General Index Grantee	6	1918-1921	1040	14x16
General Index Grantor	6	1918-1921	934	14x16
General Index Grantee	7	1922-1924	660	14x16
General Index Grantor	7	1922-1924	660	14x16
General Index Grantee	8	1924-1928	1000	14x17
General Index Grantor	8	1924-1928	1000	14x17
General Index Grantee	9	1928-1948	498	18x15
General Index Grantor	9	1928-1948	504	18x15
General Index Grantee	9	1928-1948	274	18x15
General Index Grantor	9	1928-1948	416	18x15
General Index Grantee	9	1928-1948	398	18x15
General Index Grantor	9	1928-1948	576	18x15
General Index Grantee	9	1928-1948	512	18x15
General Index Grantor	9	1928-1948	284	18x15
General Index Grantee	9	1928-1948	500	18x15
General Index Grantor	9	1928-1948	416	18x15
General Index Grantee	10	1947-1949	522	18x15
General Index Grantor	10	1947-1949	460	18x15
General Index Grantee	10	1947-1949	480	18x15
General Index Grantor	10	1947-1949	490	18x15
General Index Grantee	11	1950-1957	364	18x15
General Index Grantor	11	1950-1957	484	18x15
General Index Grantee	11	1950-1957	626	18x15
General Index Grantor	11	1950-1957	494	18x15
General Index Grantee	11	1950-1957	416	18x15
General Index Grantor	11	1950-1957	396	18x15
General Index Grantee	11	1950-1957	336	18x15





## EXHIBIT B

### Department of Finance

**PURCHASING DIVISION**  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
Phone: 303-795-4430  
Fax: 303-738-7929  
[www.arapahoegov.com](http://www.arapahoegov.com)

**JANET J. KENNEDY**  
Director

May 30, 2018

### NOTICE OF AWARD

#### RESTORATION, PRESERVATION & IMAGING OF HISTORICAL RECORDS RFP-17-87

**Awarded to:** Kofile Technologies, Inc.  
6300 Cedar Springs Road  
Dallas, TX 75235  
Dan Carlson  
214.442.6668

**Purchasing Contact:** Trudi Peepgrass, CPPB  
303-734-5448  
[tpeepgrass@arapahoegov.com](mailto:tpeepgrass@arapahoegov.com)

**PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

# KOFILE EXHIBIT C TECHNOLOGIES

September 18, 2018

Honorable Stan Martin  
Adams County Clerk & Recorder  
4430 S. Adams County Pkwy.  
Brighton, CO 80601

Dear Hon. Stan Martin,

This proposal addresses the preservation of the Adams County Clerk & Recorder's 37 volumes of General Indexes to Grantors and Grantees dating 1902-1957 (with a Good Faith Estimate of 18,696 pages).

This quote is presented by Kofile Technologies, Inc. (Kofile), and provides piggyback pricing per the award of RFP #17-87 for *Restoration, Preservation, and Imaging of Historical Records* by the Arapahoe County Clerk-Recorder's Office.

## SCOPE OF SERVICES

All records are in Extremely Poor condition. Each contains manuscript (handwritten) data. Recommended preservation services for each volume includes conservation treatments, deacidification of each side of each page, mending, Mylar encapsulation, and rebinding in archival binders.

The location of work for this project is Kofile's Conservation and Digitization Laboratory in Carson City, NV. *Records receive the following services as appropriate.*

### (PRV) Preservation—Conservation Treatments, Deacidify, Encapsulate, and Bind

- A permanent log is created for each volume to record condition, page order, and services/treatments. A final quality check references this log.
- Dismantle volumes. Sheets are inspected and control numbered as necessary.
- Surface clean sheets to remove deposits. This includes dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants. Tools include a microspatula, dusting brush, latex sponge, powdered vinyl eraser, or block eraser.
- Remove non-archival repairs or fasteners, such as residual glues. All tape and previous mends to be removed to the extent possible without causing damage to paper and inks.
- Humidify and flatten as necessary to eliminate the possibility of unnecessary fractures or breaks. Tools to 'flatten' include tacking irons, heat presses, and an Ultrasonic Humidification Chamber.
- Mend tears with archival, acid free, and reversible materials. Mending is accomplished with either Japanese tissue and methyl cellulose adhesive, or Filmoplast R® (an acrylic based and heat set tissue).
- Deacidify sheets after careful testing with Bookkeepers®, a custom solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH  $\pm$  .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Dimensions match the "book block" dimensions, with a 1 1/4" binding margin.
- Re-bind in a custom-fitted and stamped *Heritage Recorder binder*. A volume may return split, depending on page count due to the additional weight of the Mylar encapsulation. A dedication/treatment report is included in the binder. As Index Books, index tabs are repaired or replaced, as necessary.

6300 CEDAR SPRINGS RD, DALLAS, TEXAS 75235  
1558 FORREST WAY, CARSON CITY, NV 89706  
P: 214/ 351.4800 F: 214/ 442.6669 WWW.KOFILE.US

# PROJECT PRICE QUOTE

ADAMS COUNTY CLERK & RECORDER, CO PRESERVATION PRICE QUOTE									
RECORDS SERIES TITLE	VOLUME	DATE	PAGES	DESCRIPTION			LEVEL OF SERVICE	UNIT PRICE	PRICE QUOTE
				SHEET SIZE	BINDING	TABS			
General Index Grantor	1	1902-1906	388	18x11.5	Bound	A-Z	PRV	\$4.50 /Page	\$1,746.00
General Index Grantor	2	1906-1908	240	18x11.5	Bound	A-Z	PRV	\$4.50/Page	\$1,080.00
General Index Grantor	3	1908-1910	414	18x11.5	Bound	A-Z	PRV	\$4.50 /Page	\$1,863.00
General Index Grantor	4	1911-1914	470	18x11.5	Bound	A-Z	PRV	\$4.50/Page	\$2,115.00
General Index Grantor	5	1914-1917	556	18x11.5	Bound	A-Z	PRV	\$4.50 /Page	\$2,502.00
General Index Grantor	6	1918-1921	934	14x16	Bound	A-Z	PRV	\$5.50 /Page	\$5,137.00
General Index Grantor	7	1922-1924	660	14x16	Bound	A-Z	PRV	\$5.50 /Page	\$3,630.00
General Index Grantor	8	1924-1928	1,000	14x17	Loose Leaf	A-Z	PRV	\$5.50 /Page	\$5,500.00
General Index Grantor	9 A-D	1928-1948	576	18x15	Loose Leaf		PRV	\$5.50 /Page	\$3,168.00
General Index Grantor	9 E-K		512	18x15	Loose Leaf		PRV	\$5.50 /Page	\$2,816.00
General Index Grantor	9 L-M		284	18x15	Loose Leaf		PRV	\$5.50 /Page	\$1,562.00
General Index Grantor	9 N-R		500	18x15	Loose Leaf		PRV	\$5.50 /Page	\$2,750.00
General Index Grantor	9 S-Z		416	18x15	Loose Leaf		PRV	\$5.50 /Page	\$2,288.00
General Index Grantor	10 A-K	1947-1949	480	18x15	Loose Leaf		PRV	\$5.50 /Page	\$2,640.00
General Index Grantor	10 L-Z		490	18x15	Loose Leaf		PRV	\$5.50 /Page	\$2,695.00
General Index Grantor	11 A-B	1950-1957	322	18x15	Loose Leaf		PRV	\$5.50 /Page	\$1,771.00
General Index Grantor	11 C-D		382	18x15	Loose Leaf		PRV	\$5.50 /Page	\$2,101.00
General Index Grantor	11 E-G		410	18x15	Loose Leaf		PRV	\$5.50 /Page	\$2,255.00
General Index Grantee	1	1902-1906	302	18x11.5	Bound	A-Z	PRV	\$4.50/Page	\$1,359.00
General Index Grantee	2	1906-1908	232	18x11.5	Bound	A-Z	PRV	\$4.50 /Page	\$1,044.00
General Index Grantee	3	1908-1910	382	18x11.5	Bound	A-Z	PRV	\$4.50 /Page	\$1,719.00
General Index Grantee	4	1911-1914	460	18x11.5	Bound	A-Z	PRV	\$4.50/Page	\$2,070.00
General Index Grantee	5	1914-1917	546	18x11.5	Bound	A-Z	PRV	\$4.50 /Page	\$2,457.00
General Index Grantee	6	1918-1921	1,040	14x16	Bound	A-Z	PRV	\$5.50 /Page	\$5,720.00
General Index Grantee	7	1922-1924	660	14x16	Bound	A-Z	PRV	\$5.50 /Page	\$3,630.00
General Index Grantee	8	1924-1928	1,000	14x17	Loose Leaf	A-Z	PRV	\$5.50 /Page	\$5,500.00
General Index Grantee	9 A-D	1928-1948	498	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,739.00
General Index Grantee	9 E-K		504	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,772.00
General Index Grantee	9 L-M		274	18X15	Loose Leaf		PRV	\$5.50 /Page	\$1,507.00
General Index Grantee	9 N-R		416	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,288.00
General Index Grantee	9 S-Z		398	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,189.00

KOFILE TECHNOLOGIES

**ADAMS COUNTY CLERK & RECORDER, CO.  
PRESERVATION PRICE QUOTE**

RECORDS SERIES TITLE	VOLUME	DATE	PAGES	DESCRIPTION			LEVEL OF SERVICE	UNIT PRICE	PRICE QUOTE
				SHEET SIZE	BINDING	TABS			
General Index Grantee	10 A-K	1947-1949	522	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,871.00
General Index Grantee	10 L-Z		460	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,530.00
General Index Grantee	11 A-B	1950-1957	364	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,002.00
General Index Grantee	11 C-D		484	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,662.00
General Index Grantee	11 E-G		626	18X15	Loose Leaf		PRV	\$5.50 /Page	\$3,443.00
General Index Grantee	11 H-K		494	18X15	Loose Leaf		PRV	\$5.50 /Page	\$2,717.00
PROJECT TOTAL (37 vols. & Approx. 18,696 Pages)									\$98,838.00

**COUNTY ACCEPTANCE**

Pricing is good for 90 days without a signed agreement. Pricing is based on a Good Faith Estimate of page counts. Final pricing is determined upon review at the Kofile lab. Billing occurs on actual page counts per the applicable pricing; not to exceed the P.O. without authorization.

This quote piggybacks on the award of RFP #17-87 for Restoration, Preservation, and Imaging of Historical Records by the Arapahoe County Clerk-Recorder's Office. The applicable line item is: 'General Index: Average size 12" x 18.5" Preservation Services / \$5.75 Per Page.' The unit pricing herein is adjusted to the sheet size of each volume.

KOFILE TECHNOLOGIES, INC.

ADAMS COUNTY, COLORADO

Signature

*John D. Woolf*

Signature

*Stan Martin*

John D. Woolf

Stan Martin

Printed Name

Printed Name

Executive VP

Clerk

Title

Title

9-18-2018

9/18/18

Date

Date

All work is held to the highest possible standard of workmanship and quality. Please do not hesitate to contact us with any questions.

Sincerely,

*Dan Carlson*

Dan Carlson

Account Manager

dan.carlson@kofile.us/563.343.1486

sgf

ADAMS COUNTY CLERK & RECORDS, CO

PRESERVATION OF THREE HISTORICAL INDEX BOOKS

September 18, 2018

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**KOFILE TECHNOLOGIES**