

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 14 day of August 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 Mountain States Imaging, located at 7050 S. Yosemite St., Centennial, CO 80112, 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. All work shall be in accordance with the attached RFP-SPH-2018.505 Conversion/Scanning of Closed Files and the Contractor's response to the RFP-SPH-2018.505 Conversion/Scanning of Closed Files attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A 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 date of fully executed agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, 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 based on the attached PRICE FORM 2018.505, with a not to exceed amount of \$125,000.00.

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 District Attorney
Contact: Tina Jachetta
Address: 1100 Judicial Center Drive
City, State, Zip: Brighton, Colorado 80601
Phone: 303.835.5622
E-mail: tjachetta@da17.state.co.us

Department: Adams County Purchasing
Contact: Shawn Hartmann
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6279
E-mail: shartmann@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: Mountain States Imaging
Contact: Dave Raeder
Address: 7050 S. Yosemite St.
City, State, Zip: Centennial, CO 80112
Phone: 720.390.7070
E-mail: draeder@msimaging.com

- 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.

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

Board of County Commissioners

Mary Hodge
Chair _____ Date _____

Mountain States Imaging

Chris J. Carle
Signature _____ Date 8/8/18

Christopher P. Candela
Printed Name _____ Title President - MSI

Attest:

Stan Martin, Clerk and Recorder

Channah
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

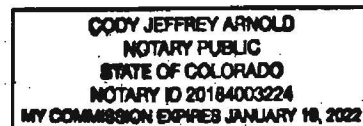
COUNTY OF Arapahoe

STATE OF Colorado)SS.

Signed and sworn to before me this 08 day of August, 2018,

by Christopher P. Candela

Cody J. Arnold
Notary Public



My commission expires on: 01/19/2022

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:

Mountain States Imaging, LLC
Company Name

8/8/18
Date

Chris S. Carle
Signature

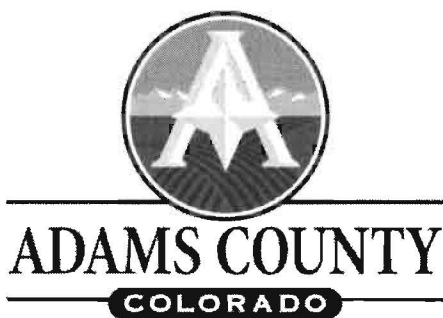
Christopher P. Candela
Name (Print or Type)

President - MSI
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

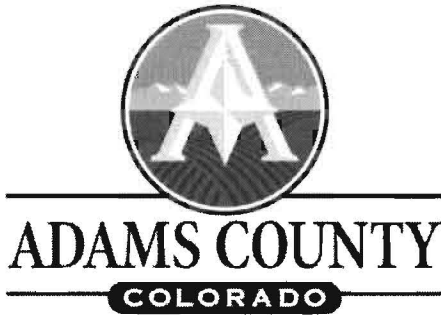
Exhibit A



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
COVER SHEET**

RFP Issue Date:	March 21, 2018
RFP Number:	RFP-SPH-2018.505
RFP Title:	CONVERSION/SCANNING OF CLOSED FILES
RFP Questions Due:	April 6, 2018 5:00 PM MT
Proposal will be received until:	April 20, 2018 2:00 PM MT, Our Clock 4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
For additional information please contact:	Shawn Hartmann, Contract Specialist II 720-523-6279
Email Address:	Shartmann@adcogov.org
Documents included in this package:	Proposal Instructions General Terms and Conditions Scope of Work (SOW)/ Specifications Pricing Form Submission Check List Statement of No Bid Contractor's Certificate of Compliance Contractor's Statement Reference Form Term of Acceptance Form Appendix A – Sample Agreement



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The purpose of this RFP is to purchase Conversion/Scanning of Closed Case Files as specified herein from a source(s) of supply that will give prompt and efficient service to the County.
2. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:

Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

Hand Deliveries accepted:

Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Shawn Hartmann
Contract Specialist II
RFP-SPH-2018.505

ATTN: Shawn Hartmann
Contract Specialist II
RFP-SPH-2018.505

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Conversion/Scanning of Closed Files.
4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **TERM OF AGREEMENT:** This is a one year agreement with the option of two one-year renewals.
 - 5.1. **OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Proposal shall prevail for the term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one-year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial Agreement. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of

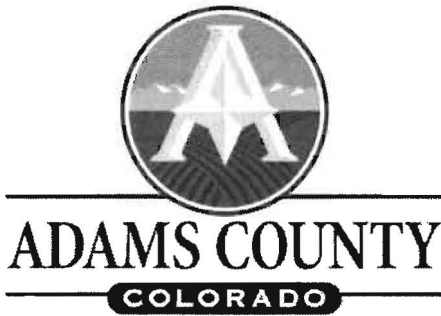
the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

6. CONTRACTUAL OBLIGATIONS

- 6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
 - 6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
 - 6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
 - 6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
 - 6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
 - 6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
 - 6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
 - 6.8. Pricing MUST be submitted in a separate sealed envelope.
7. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.
- 7.1. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.

- 7.2. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
- 7.3. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 7.4. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Shawn Hartmann, Contract Specialist II, Purchasing Division, Adams County, Shartmann@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
8. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
9. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
10. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
11. BUDGET: Budget will not be disclosed.
12. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF PROPOSAL**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this solicitation 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"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.
 - 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.
 - 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
 - 5.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 84-6000732

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.

7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark

- 7.1.4. Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 7.1.5. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.6. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.4. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 7.2.6. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Conversion/Scanning of Closed Files and RFP-SPH-2018.505.
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.
- 9.2. WITHDRAWAL OF PROPOSALS
 - 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
 - 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;

10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or

10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

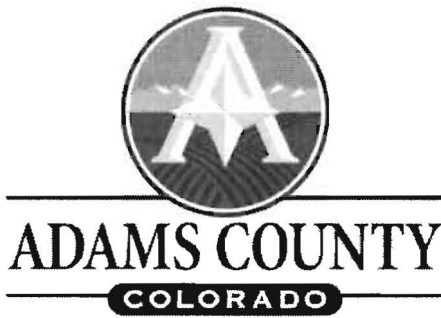
11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

12. **QUALIFICATIONS OF CONTRACTOR:** The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. **AWARD OF SOLICITATION:** The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL SCOPE OF WORK

I. INTRODUCTION

Adams County (County) is seeking responses from qualified vendors for the conversion/scanning of closed case files for the Adams County District Attorney's Office.

II. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- List items which must be included in submittal in order to be accepted and evaluated
 - Employee background checks
 - CJIS Compliance – (see pages 17-18)

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and THREE (3) HARDCOPIES, TOTAL OF FIVE (5) submittals of each Proposal must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal
3. Submit proposal in a tab format

4. Table of Contents – Include a clear identification of the material by section and by page number. , i.e. Mandatory Requirements section, etc.
5. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
6. Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable)
 - b. Location of the office, where the work on this engagement is to be performed
 - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.
 - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
 - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
7. Provide documentation that satisfies the Required Document requests.
8. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

SCOPE OF WORK

Paper Documents

1. The 17th Judicial District Attorney's Office is soliciting proposals for document conversion of legal case files. Over the course of the year the District Attorney's Office has approximately 600,000 documents that need to be prepped and scanned. File sizes vary from as little as 50 pages to several banker boxes. Images are typically b/w. The file cover is to be scanned with the case files. The files that will be scanned are closed files, the District Attorney's Office will not need access to them while they are being processed. Documents are typically standard 8.5x11" with the case folders being 11x17".
2. Requirements of the Contractor:
 - a. District Attorney's Office will provide boxes of content to be moved off-site for scanning. Contractor shall pick-up and take delivery of files using an insured courier or employees and vehicles of the contractor. Services are currently bi-weekly. There is no loading dock at this location. Due to the sensitive nature of the files, shipping is not recommended and contractor assumes responsibility for pick-up and return of the scanned documents.
 - b. Perform the required document preparation (remove staples, tape, etc.).
 - c. Bitonal scanning of all documents at 200 dpi (black & white).
 - d. Perform indexing of scanned images.
 - e. Return all electronic files to District Attorney's Office on a CD or DVD.

- f. Contractors shall perform, at their own expense, a background check of all employees working on the project. This is a requirement!

3. Format Requirements:

a. Image Format

- i. Images to be saved as multi-page PDFs.

b. Index File Format

The index file should be named INDEX.TXT. Each line in the index file should contain the following:

- i. Defendant Name (Last, First)
- ii. Case Number (Maximum of 9 alpha-numeric characters)
- iii. Associated image file name

Example:

Doe, John,13CR99999,DOE_JOHN_13CR99999.PDF

c. Image Naming Convention


Each TIFF file should be named so that it indicates the Defendant Name (Last then First) and Short Case number, separated by underscore characters (e.g., "DOE_JOHN_13CR99999.PDF").

d. CD/DVD Format

Each CD returned should contain the following:

- i. File Folder with name of the Box Number, which is a running total from start of project.
- ii. Each folder should contain the images of the corresponding box and the index file.

Example:

 BOX 1

- INDEX.TXT
- DOE_JOHN_18CR999999.PDF
- DOE_JOHN_18CR999999.PDF

Microfiche

1. The 17th Judicial District Attorney's Office is soliciting proposals for microfiche conversion of legal case files. Currently, the DA's Office has approximately 126,000 microfiche cards.
2. Requirements of the Contractor:
 - a. Pick-up the microfiche cards that have been set aside for conversion from the DA's Office.
 - b. Scan each microfiche card, separating the document images.
 - c. Greyscale scanning of the microfiche documents.
 - d. Index each document (see below).
 - e. Return all electronic files to District Attorney's Office on a CD or DVD.
 - f. Contractors shall perform, at their own expense, a background check of all employees working on the project. This is required!
3. Format Requirements
 - a. Indexing: Each card jacket contains a case number. The case number is to be used as the file name (e.g., 09CR123.PDF).

- b. All documents are to be delivered in PDF format. Full text OCR is not needed. There is no limit to the number of pages each file can contain.
- c. Microfiche cards are to be returned to the DA's Office.

Paper HR Files

1. The 17th Judicial District Attorney's Office is soliciting proposals for scanning employee HR paper files. There are approximately 180 folders, or 1800 images.
2. Requirements of the Contractor:
 - a. Pick-up the employee files that have been set aside for conversion from the DA's Office.
 - b. Scan each folder of documents.
 - c. Bitonal scanning of the microfiche documents (200dpi black and white).
 - d. Index each document (see below).
 - e. Return all electronic files to District Attorney's Office on a CD or DVD or via secure FTP site (provided by DA's Office).
 - f. Contractors shall perform, at their own expense, a background check of all employees working on the project. This is required!
3. Format Requirements
 - a. Indexing: Two fields consisting of Last and First Name and Document Type:
 - Data Actions
 - Reviews
 - Miscellaneous
 - New Hire Info

For example, Last_First_DocType.PDF (e.g.,
DOE_JOHN_NEW HIRE.PDF).

- b. All documents are to be delivered in PDF format. Full text OCR is not needed. There is no limit to the number of pages each file can contain.
- c. Employee HR files are to be returned to the DA's Office.

PROPOSAL SUBMITTALS

1. Contractor's experience in the industry, including how long the company has been established, number of employees, number of current contract similar in size.
2. A minimum of three current references with similar scopes of work include a point of contact and phone number (see page 24).
3. Provide a telephone number, a fax number, or an e-mail address and a primary and secondary contact person name to enable Adams County to contact you.
4. Completed proposal form

5. Explain your company's approach to ensure District Attorney files will remain secure and confidential while in your possession. What assurance does your Contractor give District Attorney that no duplicate copies are made or information contained in the files is shared?

Award Criteria

Proposals will be scored on the Following Criteria (In no particular order):

1. Price
2. References/Past Performance
3. Overall Proposal, including accuracy of information, ability to perform services
4. Ability to meet the needs of the DA in regards of pick-up and delivery
5. Security, Confidentiality, and Compliance

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Vendor must be a participant in the *CJIS Vendor Management Program* (<https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program-vendor-instructions>), which involves the following steps:

Carefully review and complete the CBI CJIS Vendor Agreement

- This agreement outlines the responsibilities of the vendor regarding participation in the program and adherence to the CJIS Security Policy. Agreements will be retained by the CBI, and must be resubmitted if the Vendor Representative or Vendor Services Coordinator (VSC) changes.
- Complete an Account Application and IRS Form W-9, Request for Taxpayer Identification Number
 - An account is needed not only for identification of the vendor for fingerprint processing, but for billing purposes. Participating vendors will be invoiced monthly for any fingerprint submissions occurring during the previous month.
- Submit a copy of an existing contract with a Colorado criminal justice agency.
- Mail the completed documents to the CBI at:
**Colorado Bureau of Investigation
Vendor Management Program
690 Kipling Street, Ste. 3000
Denver, CO 80215**
 - Alternatively, the forms can be emailed to cdps.cbi.cjisvenders@state.co.us.

Once the CBI's Identification Unit approves the vendor and issues an account number, they will notify the vendor by email of the new account number, along with instructions on submitting the fingerprint cards. The account number must be included on all fingerprint submissions or the fingerprint cards may be returned.

Click for an example of how to complete a fingerprint card for the CJIS Vendor Management Program. Please mail fingerprint cards to the address above. Do not submit payment with the fingerprints; please wait for an invoice.

Employee Management and Security Awareness

The CJIS Security Policy states in section 5.2 that "basic security awareness training shall be required within six months of initial assignment, and biennially thereafter, for all personnel who have access to CJI". Peak Performance Solutions provides an easy way for vendors to keep track of personnel Security Awareness certifications through CJIS Online. Upon approval for the program, the Vendor Services Coordinator will be issued a CJIS Online account with administrator access, if one does not already exist. Thereafter, the Vendor Services Coordinator can log in to CJIS Online to add personnel, assign required training, and manage certifications.

The CJIS Online portal also allows the Vendor Services Coordinator to view which employees are authorized to participate in the program. Once the CBI reviews and approves the results of the fingerprint-based background check, authorized personnel will have an entry made by the Colorado Bureau of Investigation in the Fingerprint Information section of the Vendor Employee Details screen.

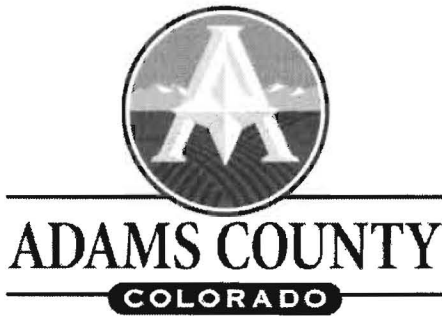
Employee Separation and Subsequent Arrests

If participating employees no longer work for the vendor, the Vendor Services Coordinator must notify the CBI's CJIS Vendor Management Group immediately (CJIS Security Policy 5.12.2).

While the nationwide subsequent-arrest notification system known as RAP-Back has not yet come to Colorado, Colorado employs its own state-level subsequent arrest notification system. If a participating vendor employee is arrested in Colorado, a notification will be sent to the CBI's Crime Information Management Unit (CIMU). CIMU staff will review the arrest and, if any disqualifying criteria are present, may revoke authorization to participate in the program. In such instances, the Vendor Services Coordinator will be notified as well as the criminal justice agencies with which they contract.

For more information, please contact CJIS Compliance Officer Ted DeRosa at (303) 239-4299 or ted.derosa@state.co.us.

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
PRICING FORM: 2018.505
(Submit in separate sealed envelope)**

Document Conversion price to include:

- Scanning of the document at 200 dpi
- Image enhancements – deskewing, despeckling, and border removal all images
- Indexing off of bar coded separator sheets
- Export images as Tiff image with corresponding test file (hummingbird format) on CD Rom or DVD – two copies
- Boxes
- Pick-up and delivery

Per Image price \$ _____

Document Preparation

- Removal all staples, paperclips, tape any torn or ripped documents
- Sort by document type and insert bar code separators.
- State the estimated number of hours

Hourly rate \$ _____

Number of hours _____

Microfiche Conversion price to include:

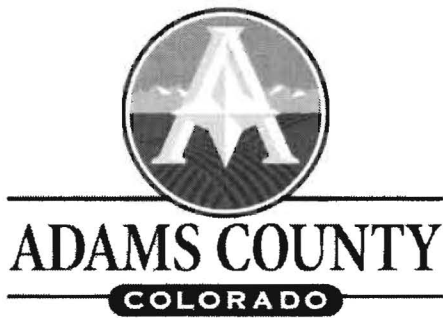
- Pick-up the microfiche cards that have been set aside for conversion from the DA's Office.
- Scan each microfiche card, separating the document images.
- Greyscale scanning of the microfiche documents.
- Index each document (see below).
- Return all electronic files to District Attorney's Office on a CD or DVD

Per Card price \$ _____

Paper HR Files Conversion price to include:

- Pick-up the employee files that have been set aside for conversion from the DA's Office.
- Scan each folder of documents.
- Bitonal scanning of the microfiche documents (200dpi black and white).
- Index each document (see below).
- Return all electronic files to District Attorney's Office on a CD or DVD or via secure FTP site (provided by DA's Office).

Per Image Price \$ _____



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

Adams County Government Center
Purchasing Division C4000A
4430 South Adams County Parkway
Brighton, CO 80601

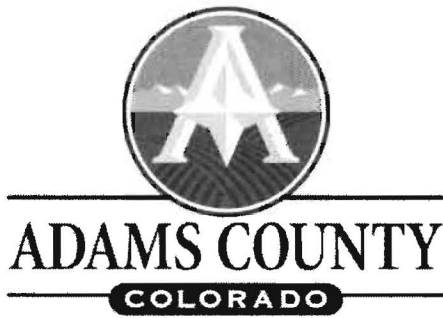
ATTN: SHAWN HARTMANN
Contract Specialist II
RFP-SPH-2018.505

Hand Deliveries accepted:

Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: SHAWN HARTMANN
Contract Specialist II
RFP-SPH-2018.505

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	YES	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	YES	NO
Requirements met and response included? Certificate of Incorporation or other formal documentation Meeting the requirement of years in business	YES	NO
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all the addendums been acknowledged and enclosed?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	YES	NO
Is pricing form enclosed in a separate sealed envelope?	YES	NO



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
STATEMENT OF NO BID
COMPLETION OF THIS FORM IS OPTIONAL**

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County Purchasing Division
Attn: Shawn Hartmann, Contract Specialist II
RFP-SPH-2018.505
4430 South Adams County Parkway, C4000A
Brighton, CO 80601

Email to: SHARTMANN@ADCOGOV.ORG
Subject: RFP-SPH-2018.505

- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform within the required time.
- ☐ We are unable to meet insurance and/or bonding requirements.
- ☐ We do not offer/supply this product or service.

Further Remarks/Comments:

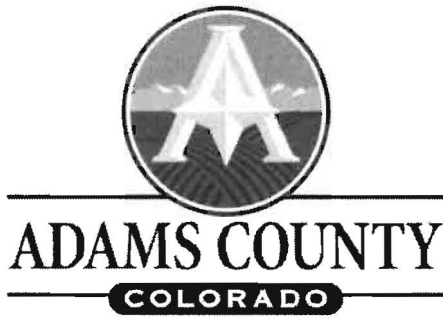
PRINT OR TYPE YOUR INFORMATION

Contractor Name	Phone
-----------------	-------

Address:	City/State	Zip Code
----------	------------	----------

Contact Person	Title	Date
----------------	-------	------

Email Address



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Contractor Name

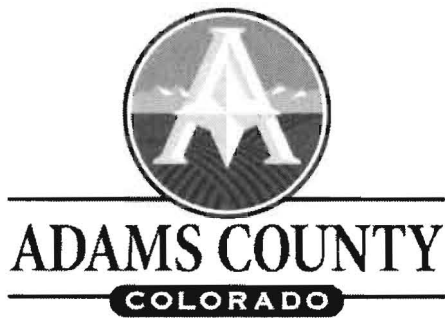
Printed or Typed Name

Signature

Title

Date

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.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name _____ Date _____

Signature _____ Printed Name _____

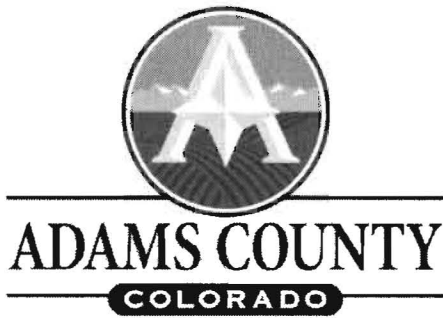
Title _____

Address _____

City, State, Zip Code _____ County _____

Telephone _____ Fax _____

Email _____



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL REFERENCE FORM

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

Company Name

Address

Reference Name

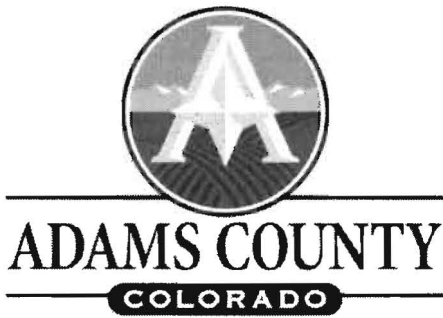
Reference Email Address

Telephone Number

Project Name

Value

\$



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # _____

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) _____
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

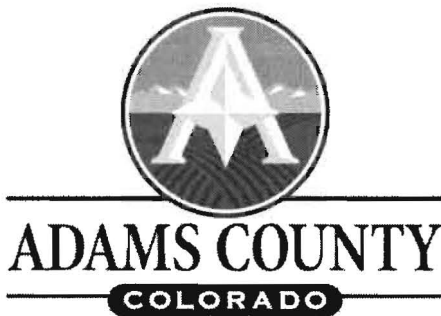
Contractor Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
APPENDIX A
SAMPLE AGREEMENT FOR SERVICES**

I. The Sample Agreement for Services is included in this solicitation for informational and reference purposes only.

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2017, 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 Company Name, located at Address123, 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. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A 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 DATE through DATE.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, 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:

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 (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

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 is left blank intentionally.

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

Board of County Commissioners

Chair

Date

Contractor

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 _____, 2017,

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:

Company Name

Date

Signature

Name (Print or Type)

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.

**Addendum #1
2018.505**

CONVERSION/SCANNING OF CLOSED FILES

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

**Proposal Opening Date: April 20, 2018
Time: 2:00 PM MT, Our Clock**

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



CONVERSION/SCANNING OF CLOSED FILES - 2018.505

Q: For the Microfiche, could you estimate an average per case file? Also, do you know if the microfiche are negative or positive?

The microfiche is negative. Each microfiche has up to 60 documents per film. It just depends on the case. some cases have only 1 page of microfiche where others have multiple pages of films. Our closest estimate is that we have approximately 126,000 microfiche cards.

Q: Can a vendor bid only on the microfiche portion of this project?

We would prefer to use a single vendor for all.

Q: Do you need grayscale TIFF or JPG?

Grayscale PDF is preferred

Q: Is the title (header) scan required and to be delivered as an image?

No

Q: Does the case number always appear in the title/header, if not, where is it found?

Yes it's in the title.

Q: Are the images to be cropped and deskewed?

Yes

Q: Does a case number ever span across more than one fiche? If so, are they to be combined within the same digital file?

Yes. Yes

Q: Can 1 fiche contain more than one case number?

No

Q: Are the microfiche jackets, COM, step and repeat etc, or what is the average number of pages per fiche?

60

Q: Are the microfiche silver originals or duplicates?

Originals

Q: Is microfiche positive or negative?

Negative

Q: Can you provide a photograph of a few of the fiche (covering any PPI); we won't actually be able to see the content of the text, but it will establish what type of fiche you have.

Yes. attached

Q: Please clarify, if the anticipated annual "Paper Documents" are 600,000 pages (images) per year?

YES

Q: The bid says "file covers are to be scanned". Would this typically be one scan of a hard copy folder?

YES

Q: Are you looking to continue with a bi-weekly pickup?

YES

Q: Would it be ok to deliver the scans/boxes back from the previous pickup, with the next pickup of documents? So a two week turnaround?

YES

Q: Would it be ok to deliver the scanned images and indexes on a USB jump drive, rather than a CD/DVD?

NO

Q: Can an index data file (containing Case# and Defendant Name) be provided by Adams County to the vendor in an Excel or text format, to lower costs and increase accuracy?

YES

Q: Page 14, 3c section Image Naming Convention, says TIFF image file format. Every place else says PDF image file format. Do you need PDF or TIFF?

PDF

Q: Can you provide a photo of what a microfiche looks like, while redacting the title information?

Yes, attached.

Q: How many horizontal rows are on each microfiche?

5

Q: What is the maximum number of images on a microfiche?

60

Q: Do full microfiche have 60-75 images per microfiche?

YES, 60

Q: Can a microfiche have multiple case numbers, or does each microfiche contain a single case number?

Single case number

Q: Can a case span multiple microfiche?

YES

Q: What is the average number of images per microfiche?

60

Q: For the Paper HR Files, are the Document Types clearly labeled with a tab (Data Actions tab, Reviews tab, etc.) or other separator? If not, is it clearly identifiable on what the different document types are?

YES

Q: Can you send a picture of the Microfiche?

YES

Q: You mention jackets, do you have jackets or aperture cards?

Jackets

Q: What are the average images per fiche?

60

Q: Do documents need to be re-assembled (putting back staples, clips, etc.)

No



Mountain States Imaging, LLC
7050 South Yosemite Street | Centennial, CO 80112
W: www.msimaging.com
E: draeder@msimaging.com
T: 720-390-7070

Conversion/Scanning of Closed Files

RFP-SPH-2018.505

PREPARED FOR:
Shawn Hartmann
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601
Shartmann@adcogov.org
720-523-6279

Confidentiality Agreement - Notice to Recipients

This proposal contains proprietary and confidential information owned by Mountain States Imaging, LLC. This proposal is for informational purposes only and for the Recipient and is not authorized for distribution to anyone other than the Recipient. Recipient acknowledges and agrees that in order to protect Mountain States Imaging's interest in its proprietary and confidential information, this proposal will be maintained in strict confidence and will not be disclosed to third parties or used by the Recipient for any purpose other than considering whether to enter into an agreement with Mountain States Imaging, LLC without the express written consent of Mountain States Imaging, LLC. Neither this proposal nor the information contained herein may be reproduced or used for any other purpose without permission from Mountain States Imaging, LLC. The reader acknowledges that the information provided by Mountain States Imaging, LLC in this proposal is confidential; therefore, reader agrees not to disclose it without the express written permission of Mountain States Imaging, LLC.

It is acknowledged by reader that information to be furnished in this proposal is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader may cause serious harm or damage to Mountain States Imaging, LLC. and their members.

Upon request, this document is to be immediately returned to:

Mountain States Imaging, LLC
7050 South Yosemite Street
Centennial, Colorado 80112
Attn: Dave Raeder

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EXECUTIVE SUMMARY

Dear Shawn & Adams County,

Thank you for allowing us to provide you with the attached proposal for Document Conversion Services for Adams County. We have thoroughly reviewed the Request for Proposal (RFP). Mountain States Imaging, LLC (MSI) fully understands the requirements and the following response is intended to portray Mountain States Imaging's interest and ability to meet and exceed all the requirements set forth by Adams County.

Mountain States Imaging is dedicated to their clients. MSI's experience and flexibility will allow them to meet and exceed the expectations of Adams County. We are confident that a partnership with Mountain States Imaging will provide Adams County with the best possible paper and microfilm conversion services available.

If there were 5 things that I personally want to point out about Mountain States Imaging that we would love for you to pay extra attention to within this proposal, they would be:

- **32 Years in business.** There aren't many scanning companies in the US, let alone, Colorado that can claim that length of operations.
- **Extensive experience** with Document Imaging Repository integrations.
- **Multiple government contracts** require MSI to undergo annual inspections and audits, our security is undeniably far-beyond our competitors.
- **Passion for scanning.** Plain and simple, we love what we do. Everyone at MSI enjoys the document imaging industry – which is why we do it every day!
- **Extreme Efficiency = Fast Turnaround times.** While we can certainly respond to an RFP, we see places where MSI can strategize and improve a process. In this RFP, we've included some proposed plans to better approach this conversion.

At MSI we are confident that we can meet and exceed your expectations. We look forward to forming a long term and mutually rewarding partnership between Adams County and Mountain States Imaging, LLC. If you have any questions or concerns, or just need clarification on items within this response, please do not hesitate to call me at (720) 390-7070.

Sincerely,

Dave Raeder – Account Executive
Mountain States Imaging, LLC
7050 South Yosemite Street
Centennial, Colorado 80112
draeder@msimaging.com
720.390.7070



PROFILE OF FIRM



Mountain States Imaging, LLC ("MSI") is a Colorado Based Limited Liability Company originally founded in 1986. MSI is a proven industry leader, providing premier conversion services for transforming all forms of media into micrographic and digital formats. We provide a broad range of back-file and day-forward document/microfilm conversion services to organizations from the public, private, federal, state, county and legal sectors.

Conversions can be accomplished on site, near site, or at our company's secure processing center. MSI has developed procedures to insure quality and consistency of every conversion project, thereby providing the best possible products and services. MSI has established a solid reputation for providing quality conversion services to a wide variety of companies and governmental agencies.

As a Kodak Authorized Conversion Center, and utilizing best of breed hardware, Kodak Scanners, Canon Scanners, Mekel™ Microfilm and Microfiche Scanners, Wicks and Wilson™ Microfilm Scanners, NextStar™ Microfilm Scanners, Atiz Book Scanners™, Psigen™ and Captiva™ software, MSI is able to accept client's valuable documents and transform them into high quality electronic media (TIFF or PDF) files. MSI maintains a vast array of equipment and custom software to handle multiple large conversions simultaneously and to ensure that all timeframes are met. Services cover all aspects of conversion including: preparation, scanning, indexing, enhancement/cleanup and document reassembly. Once this conversion process is complete, the media is ready for storage and access in virtually any stand-alone, enterprise wide electronic imaging system, or web based image repository.

MSI's Extensive Experience

Originally focused in micrographics, MSI has nearly 30 years of experience, and has mastered the ability to convert customer documents and data and has successfully converted millions and millions of documents for their clients. In fact, MSI currently maintains projects for the Department of Interior and The Department of Justice that have been successfully running for over 5 years. These projects are for government and require security clearance and high-quality standards. To highlight a few, large-scale, conversions:

- **Metropolitan Life Insurance:** Over 10 million images in less than 10 weeks with 100% satisfaction.
- **United States Marine Corps:** Over 65 million images of Microfilm and Microfiche converted in Quantico, VA.
- **Department of Justice:** Over 20 million images of for Tribal Trust litigation.
- **United States Postal Service Litigation:** 75-100 Boxes of paper scanned daily.

Mountain States Imaging has completed numerous massive conversions involving paper, film, large format, book, and even photo scanning. MSI's vast experience has given them the opportunity to become extremely efficient, organized, and most importantly, MSI has successfully converted billions of images with outstanding quality. Further, MSI has never been involved in any claims or litigation against our company.

Utilizing a state-of-the-art facility specifically designed for Conversion services, best of breed equipment and software, and most importantly, experienced and well trained, dedicated personnel, Mountain States Imaging is confident they can provide Adams County a high quality and cost-effective solution to meet all their document conversion and indexing requirements.

MSI's State-Of-The-Art Conversion Facility

For the imaging which can be completed at our facility, MSI can handle all the requirements for the conversion projects utilizing one of the most powerful and secure document imaging facilities in the country, located in Centennial, Colorado. This facility was designed and built specifically to create an efficient workflow for the conversion of media to a digital format in an ultra-secure environment.



Mountain States Imaging, LLC recognizes the importance of securing our customer's documents and data. MSI has taken a multi-layered approach to provide the best possible security against unauthorized access as well as damage, theft, and other physical threats. Construction includes reinforced doorframes, concrete walls, and roof. Some key highlights of our state-of-the-art facility are:

- All access points, document storage and processing areas are monitored 24/7 via HD surveillance systems.
- Entire facility monitored by advanced alarm systems with emergency responders.
- RFID card access controls all access points.
- Production areas are physically separated with independent RFID card access.
- Non-authorized personnel must check in with in-house developed check in system, including verification of driver's license or other identification.
- Encrypted network, both at-rest and in-transit.
- DDOS Attack prevention and advanced network firewall penetration security.

Our data center is secured separately with restricted access, and is in an interior area of our facility. All data capture and processing occurs on our client server based network with advanced security. MSI requires all users to log into its network using unique user accounts. All access and processes are monitored and logged. Our network design includes advanced firewalls. Our network architecture is such that we can complete isolate production systems from other areas of operations if security requirements dictate. Our data center features conditioned power and the facility is monitored via CCTV.

Personnel Security – Background Checks and CJIS Program

Due to the sensitive nature of Adams County information that will be provided to MSI under the contract, all MSI personnel who will have access to sensitive Adams County information must be identified to Adams County. All MSI personnel accessing Adams County information under this contract must secure a sensitive clearance. Because of existing contracts with other government agencies, *Mountain States Imaging is an active participant in the CJIS Vendor Management Program*. Further, Mountain States Imaging does not utilize any subcontractors to perform any part of the conversion services. This requirement is based on the risk level associated with the nature of the contract data. In addition, the contract must provide for additional clearances, as necessary, for any other MSI personnel who may be called upon to perform work under the contract in the future.

MSI maintains responsibility for completing the following background investigation steps:

- (a) Criminal Records Check. The records check shall be made through local agencies (city, county, State) where the employee has resided and worked for the past five (5) years for felonies and misdemeanors. To perform the criminal history checks the employee must have resided in the United States for the previous five (5) years.

- (b) Employment Verification. The verification shall identify reasons for termination or resignation from prior positions during the five (5) years prior to employment under the contract. To verify employment, the employee must have resided in the United States for the previous five (5) year period.
- (c) Drug-Screening Test Results. The term prohibited drugs means marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, or a substance specified in Schedule 1 or Schedule 2 of the Controlled Substances Act, 21 U.S.C. §811-812, unless the drug is being used as authorized by a legal prescription or other exemption under Federal, State, or local law. A laboratory certified by the U.S. Department of Health and Human Services must perform the drug test meeting the requirements of the Substance Abuse and Mental Health Services Administration.
- (d) Verification of US Citizenship or Legal Work Status. MSI shall provide for each employee who will perform work under the contract proof of US citizenship or legal work status authorizing the employee to work in the United States. Acceptable proof shall include a certified copy of a Birth Certificate (US citizen), copy of a Passport (US citizen), or a copy of permanent resident card or unexpired work visa from INS.
- (e) Education. Verification of highest level achieved (five [5] years and or highest degree obtained for each employee who will perform work under the contract

MSI will not utilize any person to perform work under the contract who:

- (a) Tested positive for a prohibited drug without the authorization by a legal prescription or other exemption under Federal, State, or local law.
- (b) Has been convicted of any criminal violation during the past five (5) years or is on parole, probation or who has a suspended sentence for a felony.
- (c) Has been convicted of any criminal violation during the past five (5) years or is on parole, probation, or who has a suspended sentence for a felony.
- (d) Has been convicted of any criminal violation during the past five (5) years, for offenses involving dishonesty, moral turpitude, and illegal financial gain, theft of assault, or is currently on parole or probation for such violations.
- (e) Has been convicted of illegal use, possession, sale or transfer of controlled substances during the past five (5) years or is currently on parole or probation for such violations.
- (f) Have pending felony criminal charges or any charges involving drugs, theft or assault.
- (g) Have active warrants.
- (h) Sex crimes. An individual will be denied a sensitive clearance if:
 - (i) They have pending felony or misdemeanor sexual assault charges.
 - (j) They have a conviction for sexual assault (F or M) within the past five (5) years.
 - (k) They are currently on probation, parole or under deferred adjudication for a sexual assault.
 - (l) They have been charged or convicted for failing to register as a sex offender (only those States, counties that use Sex Offender Registers).
- (m) Has been a suspect in an investigation and has been identified for specific criminal conduct.
- (n) If there is an established pattern of criminal conduct that could undermine the efficiency of Adams County or the safety of its employees.

Any other derogatory information obtained in the background investigation that could undermine the efficiency of Adams County or the safety of its employees.

Due to MSI's substantial work performed with government agencies such as The United States Postal Service, The United States Marine Corps, The Department of Justice, and The Department of Interior, MSI maintains strict personnel screening and 85-P security clearances for every employee involved with these conversions.



UNDERSTANDING OF WORK

Mountain States Imaging's primary focus is high-volume, best-quality document conversions. Services cover all aspects of conversion including: bi-weekly document pick up, document preparation, scanning, indexing, enhancement/cleanup and document return. Once this conversion process is complete, the media is ready for storage and access in virtually any stand-alone, enterprise wide electronic imaging system, or web based image repository.

MSI's extensive span of industry participation since 1986 provides the expertise in all kinds of file conversions, for every know document management software application available, such as Hummingbird, SharePoint, Laserfiche, OnBase, PaperVision Enterprise, and ImageSilo, to name a few.

As previously mentioned, our primary focus is high-volume conversions, and we have mastered the ability to convert customer documents and data, having successfully converted millions of documents each year. Mountain States Imaging has completed hundreds of successful on-location conversions, including the setup of a localized capture system, deployment of personnel, and efficient conversion timeline.

Document Preparation Requirements

The Conversion Team will do all necessary preparation of the paper and microfilm records to insure high quality scanned images pursuant to the Request for Proposal.

The first step is to design and document the entire document preparation process and procedure. Once the custom procedure is created, the Document Preparation Technicians will be trained on the process by the department Operations Lead who will supervise the prep process.

The document preparation process will be completed as a combined process, with-scanning. The preparation includes, but is not limited to, removal of documents from Acco (2-prong) fasteners, removal of staples, binder clips, or any other fasteners, tape or otherwise secure repositionable notes (such as "post it" notes), and tape smaller sized items to 8.5 x 11" blank paper. Folded documents will be straightened and torn corners will be taped. Envelope contents will be removed and straightened if necessary before the scanning process.

MSI understands that file folders will need to be captured. For these file folders, MSI will implement large flat-bed (glass) scanners to capture data of this nature.

1. Document Condition Assumptions

- 1.1. The general condition of your documents to be imaged is defined as follows:
 - 1.1.1. Combination of level 1-2 as defined below
 - 1.1.2. Documents will be within files or file folders, some loose papers
 - 1.1.3. Any spiral or fixed binding will be removed during prep
 - 1.1.4. Bands, staples, paper clips and binder clips may be present
 - 1.1.5. All folders/documents will be in standard 1.2cf 15" document storage boxes

- 1.2. **Level 1 Document Condition**-- Documents in groups of at least 30 consecutive pages or the same size paper and can be automatically fed. Each group may be separated by a single band, staple, clip, index tab, post-it, and slip sheet or placed in a file folder or red well.
- 1.3. **Level 2 Document Condition** -- Documents in groups of 1-30 consecutive pages, which can be automatically fed. Each group may be separated by a single band, staple, clip, index tab, post-it, and slip sheet or placed in a file folder or red well. Computer forms in good condition. Removal from ACCO fasteners needed, minimal taping, different sized documents.
- 1.4. **Level 3 Document Condition** – Though unlikely, some documents may require additional attention due to damage, ultra-light/dark information, or odd sizes. These documents will be treated with extra care. Any level 3 document work will require pre-approval from Adams County prior to start of imaging.

Document Scanning

As with every process throughout the conversion, The Conversion Team will design and document the entire scanning process and procedure. The scanning process will be completed using primarily Kodak & Mekel microfilm scanners due to their excellent output quality, reliability, and to ensure there is no damage to the documents. The Conversion Team will utilize multiple scanners dedicated to this project.

Due to the diverse paper colors, quality, inks and stamps, the documents will be scanned in a multi-page PDF format (bi-tonal images). Color images will be scanned in color and duplex scanning will be necessary to capture information on the back of documents and the scanning system should support blank page detection and removal. Document cleanup measures, such as de-skewing, de-speckling, and other common production scanning techniques, are also required. Onionskin paper will be scanned utilizing offset imaging guides to minimize and reduce bleed-thru.

The Conversion Team will create a custom procedure and a custom configuration to ensure that the highest degree of quality and document integrity will be maintained. Each scanner is configured per the specifications of the project to control image reduction, size, aspect ratio, batching options, auto exposure, thresholding, and file naming conventions, just to name a few. The scanners are being driven by a complete information capture solution that provides effective methods to coordinate, validate, and assimilate images and documents throughout the capture process. The combination of Kodak/Mekel scanners in conjunction with The Conversion Team custom capture solution allows for control and to automate the capture process specifically to the parameters set forth in the procedures for Adams County.

All scanned documents will require the following:

- (a) 200 DPI
- (b) PDF File Format
- (c) Automated Blank Page Deletion
- (d) Automated Image Enhancement including deskew, despeckle, and border removal
- (e) Page Alignment

Data Entry

All images are scanned and processed at MSI's secure Centennial, CO facility (encrypted) for image processing, quality control, and output. All electronic data is stored redundantly and backed up immediately on a secured self-contained network. Images are constantly monitored both visually and electronically throughout the scanning process to obtain the highest quality. If a poor-quality image is spotted, such as polarity changes, multiple documents, skewing, etc. during the scanning process, the scanner operator will stop and rescan the image after making the proper software adjustments (if required). All scanners are thoroughly calibrated per the manufacturer specifications and under maintenance contracts with Eastman Kodak Company/Mekel to maximize run time and optimum quality. Adams County will provide a data file associating the case number with the defendant name.

Taxonomy: Paper Documents

The index file will be named INDEX.TXT. Each line in the index file will contain the following:

- i. Defendant Name (Last, First)
- ii. Case Number (Maximum of 9 alpha-numeric characters)
- iii. Associated image file name

Example: Doe, John,13CR99999,DOE_JOHN_13CR99999.PDF

Each PDF file will be named so that it indicates the Defendant Name (Last then First) and Short Case number, separated by underscore characters

Example: DOE_JOHN_13CR99999.PDF

Each DVD returned will contain the following:

- i. File Folder with name of the Box Number, which is a running total from start of project.
- ii. Each folder should contain the images of the corresponding box and the index file.

Taxonomy: Microfiche

Each card jacket contains a case number. The case number will be used as the file name (e.g., 09CR123.PDF).

Taxonomy: Paper HR Files

Indexing: Two fields consisting of Last and First Name and Document Type:

- Data Actions
- Reviews
- Miscellaneous
- New Hire Info

Example: Last_First_DocType.PDF (e.g., DOE_JOHN_NEW HIRE.PDF)

Document types are physically separated within the HR folders.

WORKFLOW

Mountain States Imaging will implement a 6-phase process to convert Adams County's documents. Each phase will be assigned to highly-trained professionals who perform these tasks daily.

Phase 1: Secure Pickup + Transportation

MSI will provide secure, bi-weekly, MSI-owned and operated transportation of all documents between Adams County offices and our facilities, and will likewise return the documents to the same using secure, MSI transportation. Secure transportation will include necessary and prudent measures as identified by MSI to protect the documents from unauthorized disclosure.

Phase 2: Custom Inventory and Tracking

Upon arrival of all documents, MSI will log each box into a custom-developed tracking system utilized throughout the course of the conversion project. Each box will receive a unique identification number, corresponding to all the documents included within. At any moment, MSI can quickly identify where each box is located with the facility, in case of the need for a rush pull, or to track the conversion progress.

Phase 3: Document Scan + Conversion

Mountain States Imaging currently houses one of the largest, and most efficient document scanning operations in the United States. With this state-of-the-art technology, MSI can scan more documents than any other conversion bureau in a quick amount of time. All documents will be scanned at 200dpi. Documents will be scanned in Adams County's choice of greyscale and bitonal B&W, depending on document. All documents will be auto-quality controlled and enhanced, using automated technology such as de-skew, de-speckle, density change, image brightness change, etc.

Phase 4: Document Breaking & Indexing

Mountain States Imaging has identified in the RFP that Adams County is requesting documents to be broken by Document Types as specified within the Taxonomy section of this RFP. Further details have been provided and confirmed throughout this proposal.

Phase 5: Final Export + QC

Mountain States Imaging has the capability to export scanned images to virtually any format, most commonly, Tiff or PDF. Additionally, MSI has worked with thousands of custom exports to ensure proper integration into any imaging system, such as OpenText, PaperVision®, and ImageSilo®, to name a few. The export process also includes the final step of Optical Character Recognition (OCR), which is an optional service that can also be ran on documents to create text-searchable PDF/A documents.

The second half of Phase 5 is Quality Control. Mountain States Imaging believes heavily in complying with International Organization for Standardization ("ISO") standards for image scanning, storage and retrieval as specified in ISO 32000-1:2008 and ISO 9660:1999.

Any images that do not meet our strict quality standards will be rescanned or reprocessed. MSI will make a good faith effort to obtain the best quality image. If MSI discovers poor digital images or inadequate indexing, MSI will take steps to correct the quality of the images or indexing prior to contacting Adams County's project manager. If, after such efforts, the scanned image or indexing remains below MSI's stringent standards, MSI will report the problem to Adams County's project manager following agreed upon reporting procedures and intervals.

Phase 6: Delivery

Mountain States Imaging will deliver the digital media via DVD. Secure FTP, Encrypted HDD, and flash drive are also available. All documents will be returned to Adams County by MSI unless Adams County chooses to securely-destroy, or long-term store boxes with MSI.

STAFFING PLAN & RESUMES

Provided below is a breakdown of all the personnel positions that would work directly on the conversion for Adams County.

Operations Manager – The Operations Manager oversees all conversion projects and personnel for Mountain States Imaging. With a day-to-day average of 40-50 customer projects, it is crucial to have an Operations Manager that keeps an “Eagle Eye View” over all conversions, deadlines, and quality measures. Additionally, the Operations Manager orchestrates with the Operation Leads the completion and delivery of all final products.

Operations Lead – MSI currently has multiple Operations Leads employed on staff. For each department (Warehouse, Prep, Scan, Index, QC) there is a designated Operations Lead. Each lead has been employed to lead a specific department because of their extensive experience within that department. These leads will learn the specific details regarding each project settings within their department, and will train and oversee the department staff on each project.

Driver/Warehouse Personnel – Driver/Warehouse personnel oversee inventory control, labeling and tracking all incoming/outgoing project files, and are employed to run routes to/from client sites for pickup and delivery of documents and digital images.

Document Preparation Personnel (“Doc Prepper”) – Document prep is one of the most important positions in a conversion assembly line. A perfectly “prepped” box starts a smooth-running workflow. The document preparation team focuses on each piece of paper within a box of documents, removing bindings, staples, fasteners, moving sticky notes, fixing torn corners, straightening, and sizing documents so they’ll have smooth guidance through the scanners.

Scanning Technicians – Mountain States Imaging has a multitude of trained Scanning Technicians. While most our scanning equipment revolves around standard paper (8.5 x 11 – 11 x 17), MSI has Scanning Technicians independently trained to scan large format documents, microfilm and microfiche, aperture cards, books, ledgers, and even photos.

Data Entry/Indexing Personnel – Mountain States Imaging employs a large amount of personnel that are dedicated to Data Entry (Indexing). While some projects require a basic “10-key” of only numerical digits, other projects require intense, Alpha-Numeric indexing of many fields. Some projects require a single field to be keyed, while others can have up to 25 fields that require “subjective coding” and an in-depth understanding of the project documents. With such a range of requirements, MSI has found it crucial to keep as many indexing personnel on staff as possible.

Quality Control Technician – Quality Control Technicians have an eye for detail. Every project receives a final QC check, where images will be randomly inspected for image quality, skew, distortion, resolution, and any other concerning graphical defects. The QC Technician will also be responsible for verifying that all data-entry, file-naming, export settings, and any other aspect of the project were completed correctly, and meet the requirements outlined by the Operations Manager on behalf of the client.

Mountain States Imaging has spent three decades perfecting our staff and our process for efficiently converting client documents. Each position is dedicated to perfecting the quality and workflow for their department, and when combined, the outcome is a high-quality conversion.

Resumes of Key Project Members

Mountain States Imaging has completed thousands of conversion projects, ranging from a few boxes, to millions of images. With nearly 30 years in business, and collectively 100's of years of combined experience throughout personnel, MSI has one of the most efficient, time-friendly, and high-quality workflows in the industry. Not only can MSI meet the requests of Adams County, MSI plans to exceed them. Meet some of the MSI team that will work closely with Adams County:

Christopher P. Candela – President/C.E.O.

Chris began his professional career in 1979 working for Eastman Kodak Company. At the time of his departure from Kodak, he maintained responsibility for the western United States Business Imaging Microfilm Division. In 1986, Mr. Candela founded Mountain States Imaging, Inc (Now LLC.) and is currently the President. Mr. Candela is an expert in the field of Document Imaging and is personally involved in every major project at MSI.

John Garst – Manager of Operations

jgarst@msimaging.com | 720.390.7074

John Garst has over 23 years of practical experience in the Document Management industry, as well as completing numerous training programs, and numerous electronic imaging design and implementation certifications. John maintains responsibility for day to day management of Document Conversion operations for MSI, as well as implementing and managing automated document imaging and information management systems for MSI's clients. John will be the **secondary point of contact** for Adams County.

Dave Raeder – Director of Sales

draeder@msimaging.com | 720.390.7070

Dave spent his collegiate years in Boulder, Colorado, graduating from the University of Colorado with a bachelor's degree in business. His first introduction to the records management world came by way of his first job – selling paper filing systems and other commercial office furniture for a regional retailer and manufacturer of office and computer furniture. Dave worked his way to progressively more demanding positions until he was the Director of Operations for the multi-unit, multi-state operation. Following that, Dave worked at Iron Mountain leading the Rocky Mountain district as their Territory Business Manager before joining Mountain States Imaging as our Director of Sales.

Dave will be the **primary point of contact** for all contracting, pilot-testing, and correspondence between Adams County and Mountain States Imaging.

Ryan Candela – Account Executive

rcandela@msimaging.com | 720.390.7080

Ryan came on board with Mountain States Imaging in the spring of 2009 as an Account Executive, although has been around the document management industry his entire life. Upon joining MSI, Ryan took on a large government project and traveled with his crew for the better part of two years around the United States, scanning and helping digitize vital litigation records stored in various national archive locations. Since 2009, Ryan managed the conversion for several other large government projects, including the conversion of approximately 69 Million Images for the United States Marine Corps, and millions of litigation documents for eDiscovery.

PROFESSIONAL REFERENCE LISTINGS**CONFIDENTIAL, NOT FOR PUBLIC DISTRIBUTION**

MSI worked (and currently works) with several large government and private clients, delivering massive amounts of data, on time:

Counties

- Adams County, CO: Combined Courts Case Files
- Adams County, CO: District Attorney Case Files
- Adams County, CO: Sheriff Department Inmate Files
- Adams County, CO: School District 50 Student Files
- Arapahoe County, CO: Judicial Files – Court Criminal
- Boulder County, CO Land Use: 5-Channel Microfiche Jackets
- Douglas County, CO: Conversion of thousands of student records, annually
- Eagle County, CO: Clerk and Recorder Book Conversion
- Jefferson County, CO: Sheriff Department Case Files
- Jefferson County, CO: Human Resources Files
- Jefferson County, CO: School District Student Files
- Larimer County, CO: Thousands of images for Health and Clerk
- Mesa County, CO: Parks Department Conversion
- Montezuma County, CO: Judicial Files – Court Criminal
- Pitkin County, CO: ~75,000 Various Departmental Documents
- Routt County, CO: Book & Microfilm Scanning
- Teller County, CO: Clerk and Recorder Book Conversion

Town & City

- City of Aspen, CO: ~ One Hundred Thousand Large Format Plats
- City of Broomfield, CO: Attorney File Conversion
- City & County of Denver, CO: Large Format Maps and Plats
- City of Fort Collins, CO: Water Utility File Conversion
- City of Greeley, CO: Microfilm conversion of both 16mm and 35mm film
- City of Longmont, CO: Tens of thousands of microfilm images converted to digital image
- City of Longmont, CO: Conversion of Water Department & Treatment files
- City of Longmont, CO: Department of Public Safety Case Files
- City of Thornton, CO: Converted drain plans and documents for ditches across Thornton
- Colorado Springs, CO: Police Department cold case file conversion
- Town of Carbondale, CO: Conversion of Building Department files
- Town of Castle Rock, CO: Large/Regular Format Drainage Utility Files
- Town of Estes Park, CO: Conversion of Building Department Files
- Town of Morrison, CO: Several thousand large format drawings and plans
- Town of Silverthorne, CO: Microfiche Conversion
- Town of Snowmass, CO: Police Department Microfilm Conversion

Federal Government

- The Department of Justice: Over 5 million images of litigation documentation converted on-site
- The United States Navy: Millions of microfiche and microfilm images converted on-site
- The United States Postal Service: Converted 100 boxes (200k+ pages) of paper per day for litigation
- United States Marine Corps: Over 65 million images converted on-site in Quantico, VA

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Company Name: The Denver Broncos	Contact Name: Nancy Svoboda (Senior VP, Human Resources)
Address: 13655 Broncos Pkwy, Englewood CO 80112	Phone: 303-264-5506
Dates of Service(s): 2014-Present	Email: Nancy.Svoboda@Broncos.nfl.net
<p>Mountain States Imaging is currently converting numerous files and documents for The Denver Broncos. These files include everything from player medical files, and NFL contracts, human resource documents, legal files, and finance and accounting documents. These documents are highly confidential and organized and transported by Mountain States Imaging to our corporate headquarters in Centennial, Colorado. Mountain States Imaging is in the process of converting all the documents and their associated metadata to an electronic format for use in a Digital Storage and Retrieval Management System designed and implemented by MSI.</p>	

Company Name: City & County of Denver	Contact Name: Guy Mason (Information Manager)
Address: 201 W Colfax, Denver CO 80202	Phone: 720-865-8411
Dates of Service(s): 2016-Present	Email: Guy.mason@denvergov.org
<p>Mountain States Imaging began scanning for the City & County of Denver's Department of Public Works converting several thousand large format drawings. These drawings were more complex as most of the collection was Mylar and/or folded, requiring extra care. Shortly after completion, MSI worked with Parks & Recreation to convert extremely fragile large format documents, such as building plans, as completed, drawings, etc. MSI's reputation continues to grow and future opportunities with City & County of Denver are in planning now.</p>	

Company Name: University of Colorado	Contact Name: Mark Diekhoff
Address:	Phone: (303) 735-6556
Dates of Service(s): 2010-Present	Email: Mark.diekhoff@colorado.edu
<p>MSI has worked with University of Colorado for nearly a decade and recently was contracted as the exclusive scanning partner for the University for 5 years. From Student Records, to HR, Disability, Provost Records, etc., MSI has handled all conversions for the University!</p>	

References Continued – CONFIDENTIAL, NOT FOR PUBLIC DISTRIBUTION

Company Name: Denver Health – Public Health Department	Contact Name: Kathy Root
Address: 605 Bannock Street, Denver, CO 80204	Phone: 303-602-7251
Dates of Service(s): 2015	Email: Kathryn.root@dhha.org
MSI converted vital public health records, some of which were water damaged and stored in a basement. Denver Health had in total, approximately 450,000 images converted with Mountain States Imaging.	

Company Name: The United States Marine Corps via CH2M	Contact Name: Kim Henderson (Project Manager, CH2M)
Address: 2008 Elliot Road, Quantico, VA 22134	Phone: 619-272-7209
Dates of Service(s): 2013-Present	Email: Kimberly.Henderson@CH2M.com
Mountain States Imaging currently finalized - in conjunction with CH2M Hill and The United States Marine Corps. – a conversion of ~60 Million Microfilm / Microfiche Images, through scanning and indexing of metadata to an electronic imaging database. The document collection contains vital records and personal identifiable information. Mountain States was not only responsible for the conversion of the images and data, but also designed and implemented an Electronic Content Management System (both Software & Hardware) to store and provide access to the entire record collection. This effort has required MSI to work with The United States Navy, The Marine Corps, CH2M Hill, The Veterans Administration, and The National Archives who will be providing the images to Ancestry.com.	

Company Name: The United States Postal Service	Contact Name: Matthew Bushong (Senior Litigation Counsel)
Address: 600 17 th Street, Denver, CO 80202-5402	Phone: 720-221-5118
Dates of Service(s): 2008-Present	Email: Matthew.b.bushong@usps.gov
MSI currently maintains projects for The United States Postal Service Law Department that have been successfully running for five years, converting over 75 million documents, converting Tb's of electronic data from numerous formats and systems. This contract has also included custom designing and implementing various content management and document tracking and analysis solutions. These projects are for large-scale class action government litigation and require USPS security clearances, for employees, our facilities, our software, and our networks. MSI's expertise and privacy/security clearances through government projects set our service bureau apart from any other.	

ADDITIONAL SUBMISSION INFORMATION

Quality Control

Mountain States Imaging meets and exceeds the International Organization for Standardization ("ISO") standards for image scanning, storage and retrieval as specified in ISO 32000-1:2008 and ISO 9660:1999. Following the ISO Standards, utilizing state-of-the-art equipment and software combined with almost three decades of experience, allows MSI to produce the highest level of image quality and more importantly, MSI has created a quality control system second to none in the industry. MSI will also provide a designated Quality Control Manager to oversee the Quality Control function and to act as a liaison between MSI and Adams County.

MSI has implemented a structured employee-training program (which is specifically tailored to each application) to ensure that all equipment and software is utilized properly and regularly maintained. All equipment and software is configured per the specifications to control image reduction, size, aspect ratio, batching options, auto exposure, thresholding, and file naming conventions. The scanners utilized are being driven by a complete information capture solution that provides effective, efficient, and accurate methods to coordinate, validate, and assimilate images and documents throughout the capture process. This allows MSI to easily route and manage images through the required workflow modules - Capture, Image Enhancement, Indexing, QC, and Exporting. All images are scanned and routed to the MSI central server room for image processing, quality control, and output. Images are constantly monitored both visually on 27" monitors and electronically throughout the scanning process to obtain the highest quality available. If a poor-quality image is spotted, such as polarity changes, multiple documents, skewing, etc. during the scanning process, the scan operator will stop and rescan the image after making the proper software adjustments if required. All scanners are thoroughly cleaned at the beginning of each new shift and calibrated per the manufacturer specifications.

In addition, MSI follows all generally accepted standards for quality control in this industry and then takes it to the next step... a visual inspection of the images, a step to verify the original page against the corresponding image. The Quality Control Technicians will utilize custom software, which will:

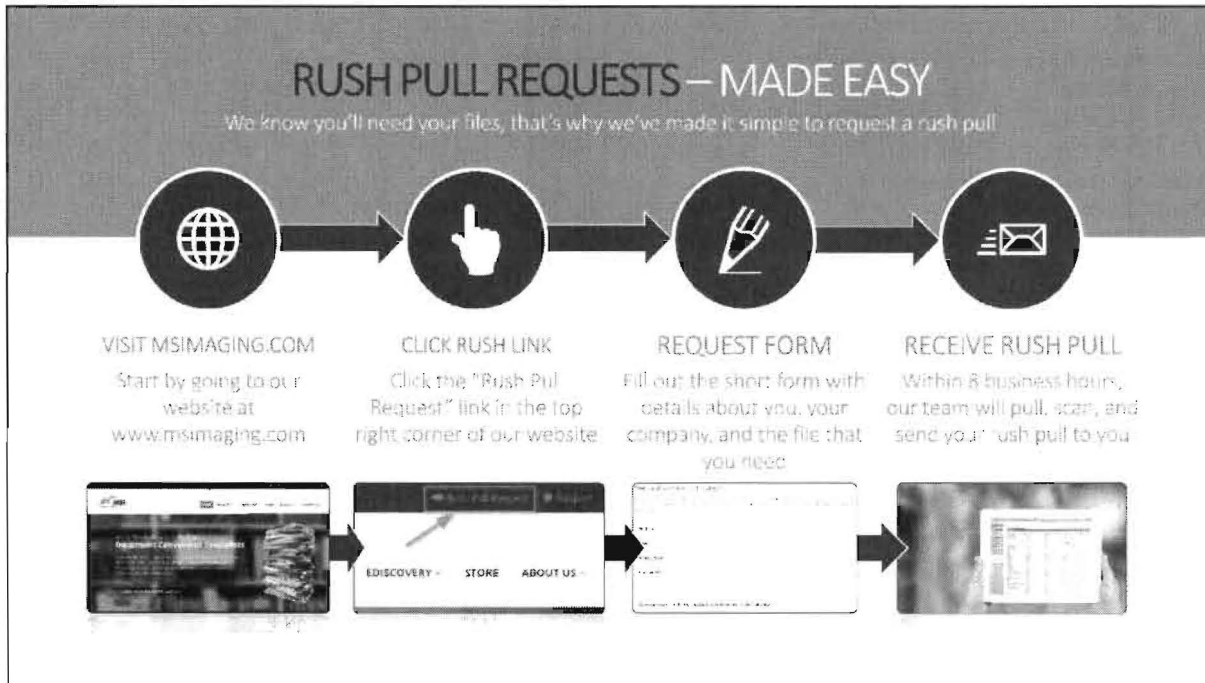
- Provide protection against accidental file deletion
- Provide the ability to edit the order/sequence of the electronic file
- Search capability to find a specific doc type
- Blank page removal
- Review and re-scan for skewed, spotted, incorrect densities, etc.
- Page rotation capabilities
- Retain full image size of the original document

Any images that do not meet our strict quality standards will be rescanned or reprocessed on an individual basis to obtain the best quality image possible. If MSI discovers poor digital images or inadequate indexing performed, MSI will correct the quality of the images or indexing. If, after such efforts, the scanned image or indexing remains below MSI's stringent standards, due to poor quality originals, MSI will report the problem to the Adams County project manager following agreed upon reporting procedures and intervals. Any scanning that does not meet the quality requirements of this Statement of Work will be rescanned or reconverted at no cost to Adams County.

Rush Pull Requests

Mountain States Imaging understands that our client's documents (whether film or paper), can be the lifeblood of a company. While in possession at MSI, we want our clients to feel safe knowing that if they need a file, they'll be able to get it in a timely fashion. MSI includes up to 2 rush pulls per day for no additional charges.

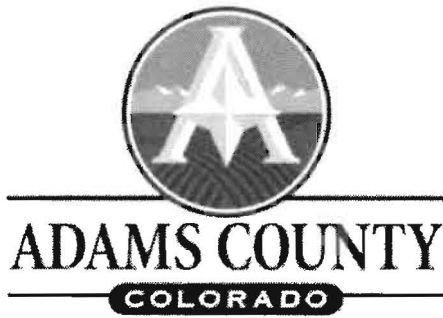
That's why MSI streamlined the rush pull request process, by creating a web-driven form that alerts multiple personnel about an incoming rush pull, allowing for a highly-efficient, trackable, rush-pull system.



Key Partnerships and Alliances

Mountain States Imaging currently is an authorized vendor, partner, or reseller for the following companies:





Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

Adams County Government Center
Purchasing Division C4000A
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: SHAWN HARTMANN
Contract Specialist II
RFP-SPH-2018.505

Hand Deliveries accepted:

Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: SHAWN HARTMANN
Contract Specialist II
RFP-SPH-2018.505

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions. ✓YES

Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form? ✓YES

Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions. ✓YES

Requirements met and response included? ✓YES
Certificate of Incorporation or other formal documentation
Meeting the requirement of years in business

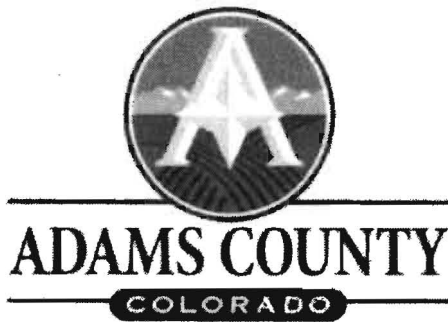
May any other governmental entity avail itself of this Agreement and purchase any and all items specified? ✓YES

Have all the addendums been acknowledged and enclosed? ✓YES

Original and the number of copies specified enclosed including electronic copy? ✓YES

Has a duly authorized agent of the contractor signed the Contractor's Statement? ✓YES

Is pricing form enclosed in a separate sealed envelope? ✓YES



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Mountain States Imaging

Contractor Name

Dave Raeder

Printed or Typed Name

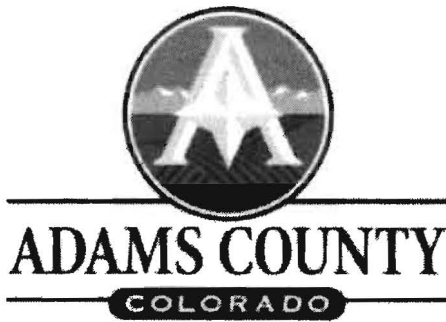
Signature

Director of Sales

Title

April 13, 2018

Date



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addenda #1

Mountain States Imaging

April 13, 2018

Contractor Name

Date

Dave Raeder

Dave Raeder

Signature

Printed Name

Title: Director of Sales

Address: 7050 S. Yosemite St., Centennial, CO 80112

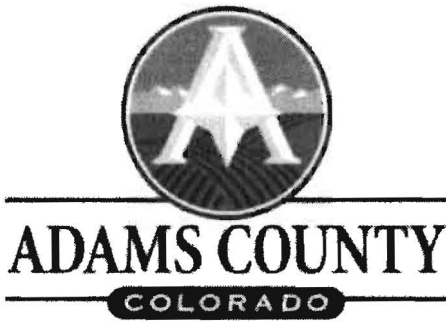
County: Arapahoe County

Telephone: 720-390-7070

Email: draeder@msimaging.com

Doc #4725870v3

RFP-SPH-2018.505



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # SPH-2018.505

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) No exceptions
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

Mountain States Imaging

Contractor Name

Dave Raeder

Authorized Signature

Dave Raeder

Printed Name

Director of Sales

Title

April 13, 2018

Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

MOUNTAIN STATES IMAGING, LLC

is a

Limited Liability Company

formed or registered on 10/19/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001203432 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/12/2018 that have been posted, and by documents delivered to this office electronically through 04/13/2018 @ 17:30:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/13/2018 @ 17:30:15 in accordance with applicable law. This certificate is assigned Confirmation Number 10841333 .

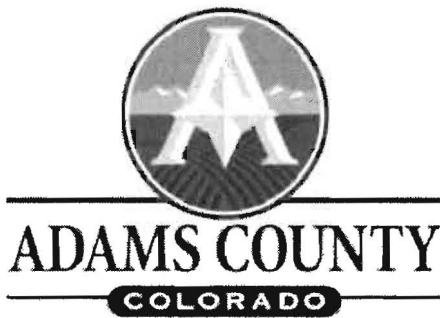


A handwritten signature in black ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
PRICING FORM: 2018.505**

Document Conversion price to include:

- Scanning of the document at 200 dpi
- Image enhancements – deskewing, despeckling, and border removal all images
- Indexing off of bar coded separator sheets
- Export images as Tiff image with corresponding test file (hummingbird format) on CD Rom or DVD – two copies
- Boxes
- Pick-up and delivery

Per Image price \$0.0495 per image

Document Preparation

- Removal all staples, paperclips, tape any torn or ripped documents
- Sort by document type and insert bar code separators.
- State the estimated number of hours

Hourly rate \$ Included in above

Number of hours Included in above

Microfiche Conversion price to include:

- Pick-up the microfiche cards that have been set aside for conversion from the DA's Office.
- Scan each microfiche card, separating the document images.
- Greyscale scanning of the microfiche documents.
- Index each document (see below).
- Return all electronic files to District Attorney's Office on a CD or DVD

Per Card price \$0.79 per card

Paper HR Files Conversion price to include:

- Pick-up the employee files that have been set aside for conversion from the DA's Office.
- Scan each folder of documents.
- Bitonal scanning of the microfiche documents (200dpi black and white).
- Index each document (see below).
- Return all electronic files to District Attorney's Office on a CD or DVD or via secure FTP site (provided by DA's Office).

Per Image Price \$0.075 per image