

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 8<sup>th</sup> day of August 2013, 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 South Yosemite Street, 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 2013.089 and the Contractor's response to the RFP 2013.089 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, Contractor shall bill for such services at the rates provided for in this Agreement.

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

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

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: \$0.0495 per image.

- 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 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, comprehensive automobile liability, and professional 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 coverages or policies required under this Agreement.

## 9. TERMINATION:

9.1. 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.

9.2. 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.

## 10. MUTUAL UNDERSTANDINGS:

10.1. 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.

10.2. 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, and that no violation of such provisions are present. 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).

10.3. OSHA: 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.

10.4. 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.

10.5. Assign ability: 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.

10.6. 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.

10.7. 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.

- 10.8. 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, CO 80601  
Phone: 303.835.5622  
E-mail: tjachetta@da17.state.co.us

Department: Adams County Purchasing  
Contact: Jennifer Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6049  
E-mail: jtierney@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 South Yosemite Street  
City, State, Zip: Centennial, CO 80112  
Phone: 303.309.0336  
E-mail: DRaeder@msimaging.com

- 10.9. 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.
- 10.10. 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.
- 10.11. 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.

## **11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. 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).
- 12.8. 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.

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

**Loren Imhoff**  
**Purchasing Manager**

*Loren Imhoff*  
\_\_\_\_\_

8/6/13  
\_\_\_\_\_ Date

**Mountain States Imaging**

*Christopher P. Candela*  
Signature \_\_\_\_\_

July 29, 2013  
\_\_\_\_\_ Date

Christopher P. CANDELA  
Printed Name \_\_\_\_\_

President / CEO  
Title \_\_\_\_\_

**Attest:**

Karen Long, Clerk and Recorder  
Deputy Clerk

*Renee Petersen*  
\_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Adams County Attorney's Office



My Comm. Expires  
April 15, 2014

**NOTARIZATION:**

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

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

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013,

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:**

Mountain States Imaging, LLC      July 29, 2013  
Company Name      Date

Christopher P. Candeia  
Signature

Christopher P. CANDEIA  
Name (Print or Type)

President / CEO  
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



*Document management by design »*

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www.msimagining.com

## **MSI Document Conversion Services Proposal**

**Adams County  
RFP# 2013.089**

### **CONVERSION /SCANNING OF CLOSED FILES**

**Prepared by:** Dave Raeder

Mountain States Imaging, LLC.

303-309-0336

**Date:** May 13, 2013



May 13, 2013

Thank you for allowing Mountain States Imaging 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 of the requirements of Adams County.

I hope by now, it has become apparent that Mountain States Imaging is dedicated to their clients and their 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 document conversion services available. Here are a few highlights for your review:

#### **EXTENSIVE DOCUMENT IMAGING EXPERIENCE**

MSI 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 similar to the requirements necessary for the conversion of Adams County documents. Mountain States Imaging has also completed numerous massive conversions including over 10 million images in Boston for Metropolitan Life Insurance in less than 10 weeks with 100% customer satisfaction. MSI's vast experience has given them the opportunity to become extremely efficient, organized, and most importantly, MSI has successfully converted millions of images with outstanding quality. Our client satisfaction rating is second to none.

After studying the RFP, the MSI team has already developed a series of specific requirements and an implementation plan for this imaging effort. Our team is already very familiar with these requirements as a result of identical work we have performed for other counties and we have designed this proposal to fully comply with each of these requirements. Specifically, we are prepared to follow and adhere to the document imaging specifications already developed by Adams County. We are also prepared to complete the imaging of all documents in accordance with the quality assurance and security guidelines as specified by Adams County as part of our overall implementation efforts and responsibilities.

### ***MSI COMMITMENT TO EXCELLENCE***

Mountain States Imaging is a Colorado-based business with highly trained and motivated personnel. At MSI, we are constantly striving to improve our processes, our technology, and most importantly our quality and commitment to our clients. Every person at MSI makes a difference! Our owners and executives are involved in every project and our entire corporation has the ability to react and or change direction at a moment's notice giving Mountain States Imaging the flexibility to meet and exceed their client's expectations.

At MSI, we will implement a rigorous quality control function. We follow all generally accepted standards for quality control in this industry including International Organization for Standardization ("ISO") standards for image scanning, storage and retrieval as specified in ISO 32000-1:2008 and ISO 9660:1999. In addition, our team will follow the RFP and perform an inspection of documents scanned to ensure that it is of the best possible quality. Our team will also implement written procedures and utilize their internal software to track, control, and scrutinize the images and associated metadata. Images are constantly monitored both visually and electronically throughout the scanning process to obtain the highest quality.

### ***STATE-OF-THE-ART TECHNOLOGY***

MSI has always been on the leading edge in the Document Conversion Business. Utilizing state-of-the-art technology 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 we can provide Adams County a high quality and cost effective solution to meet all your document conversion requirements.

### ***ULTRA-SECURE CONVERSION FACILITY IN COLORADO***

For the imaging which can be done 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. Mountain States Imaging, LLC recognizes the importance of securing our customer's documents and data. MSI has taken a multi-layered approaching 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. All access points as well as document storage and processing areas are monitored 24/7 via CCTV system and central station alarm system. All access points are controlled by RFID card access. Production areas are physically separated, and all visitors must present proper identification to access our facility.

Our data center is secured separately with restricted access, and is located 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.

### **CUSTOMER SERVICE AND RELATIONSHIPS**

Most importantly, Mountain States Imaging believes in building partnerships with our clients. These partnerships have allowed Mountain States Imaging to provide the best level of ongoing customer service and quality results. Should Adams County select MSI to provide imaging services, MSI will assign several key managers to work closely with Adams County to assure a successful conversion. When attempting a conversion at the magnitude of this project, nothing is more important to the success of the project than the communication between the company who controls the document collection and the company selected to convert the paper collection to digital images. The partnerships established by MSI with their clients have been key and have led to many successful high volume conversions.

MSI will work closely with your staff in the work they have to perform to complete their own preparation efforts as part of this overall project. Finally, we will work with Adams County to establish and agree to strict standards for completing all imaging efforts with the quality standards set forth for this project.

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 (303) 773-3750.

Sincerely,

Dave Raeder – Director of Sales

Mountain States Imaging, LLC

[draeder@msimaging.com](mailto:draeder@msimaging.com)

303-309-0336

## ADAMS COUNTY SCANNING PROJECT

### MOUNTAIN STATES IMAGING OVERVIEW

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 paper and 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, Atiz Book Scanners™, Kodak Scanners, Wicks and Wilson™ Microfilm Scanners, SunRise™ and FlexScan™ Microfilm Scanners, Psigen™ and Captiva™ software, MSI is able to accept client's valuable information as paper documents, microfilm, microfiche, aperture cards, or large-scale drawings 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 insure that all timeframes are met. Services cover all aspects of conversion including: document 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.

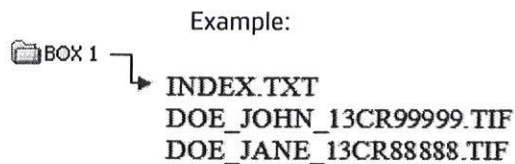
### DOCUMENT CONVERSION QUALIFICATIONS

Mountain States Imaging ("MSI") specializes in large volume conversions that need to be converted in specified period of time. MSI operates one of the largest (over 12,000 Sq. ft.) conversion centers in the State of Colorado dedicated solely to imaging conversions. We would welcome the opportunity to have you tour our premier conversion center and see for yourself how and why MSI prides itself on delivering the highest quality end product to our customer each and every time.

All conversion services provided by MSI will be completed on your site or at our facility located at 7050 S. Yosemite Street, Centennial, CO 80112. 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. All work will be completed by MSI personnel who have vast training, and more importantly, solid experience. MSI has excelled in the past because we are not bound by bureaucracy and have the ability to react to customer needs faster and better than our competitors. MSI also focuses on one thing – conversion services. Every employee of MSI is dedicated and takes pride in doing what they do best - conversion services, from the owners of the company on down.

## Scope of Work

1. The 17<sup>th</sup> 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.
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.
  - 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.
3. Format Requirements:
  - a. Image Format  
Images to be saved as multi-page TIFFs using CCITT- G4TIFF compression.
  - b. Index File Format  
The index file should be named INDEX.TXT. Each line in the index file should contain the following:
    1. Defendant Name (Last, First)
    2. Case Number (Maximum of 9 alpha-numeric characters)
    3. Associated image file nameExample:  
Doe, John,13CR99999,DOE\_JOHN\_13CR99999.TIF
  - 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.TIF").
  - d. **CD/DVD Format**  
Each CD returned should contain the following:
    1. File Folder with name of the Box Number, which is a running total from start of project.
    2. Each folder should contain the images of the corresponding box and the index file.



## QUALITY ASSURANCE

MSI will perform quality assurance on images to ascertain compliance with RFP. Images of questionable quality or completeness will be compared to the hard copy and rescanned if necessary to meet required standards. MSI will also verify that all pages are scanned and ensure that the file name matches the file control sheet number.

MSI follows International Organization for Standardization ("ISO") standards for image scanning, storage and retrieval as specified in ISO 32000-1:2008 and ISO 9660:1999. In addition, MSI follows all generally accepted standards for quality control in this industry and will adhere to the specifications set forth in Adams County's RFP. 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. Any scanning that does not meet the quality requirements of this Proposal will be rescanned or reconverted at no cost to Adams County. MSI is only responsible for rescanning defective images and any rescanned files will be provided to Adams County by FTP, DVD, CD or other method as determined acceptable by Adams County's project manager.

## FACILITY SECURITY

The document conversion will be performed at Adams County's Georgetown offices or the Colorado MSI ultra secure facility, pursuant to the RFP. The MSI facility is a stand-alone concrete twin T construction and has been specifically designed to allow for the most efficient document conversion workflow possible. With (24) twenty four video surveillance and monitoring, computerized card key access, controlled access at all entry points, and a state-of-the-art network infrastructure, Mountain States Imaging can meet any Adams County security guidelines.

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. The Insurance Services Offices (ISO) classifies our facility as Masonry Non-Combustible (Type 4 Construction). Construction includes reinforced doorframes, concrete walls and roof. All access points as well as document storage and processing areas are monitored 24/7 via CCTV system and central station alarm system. All access points are controlled by RFID card access. Production areas are physically separated, and all visitors must present proper identification to access our facility.



Our data center is secured separately with restricted access, and is located 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.

Mountain States Imaging constantly monitors emerging threats and proactively responds to minimize issues. MSI has developed extensive policies and procedures and well as disaster response & business continuity plans.

### **MSI CLEARANCE REQUIREMENTS**

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. 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 will be responsible 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. In order 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. In order 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 shall 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:
- They have pending felony or misdemeanor sexual assault charges.
  - They have a conviction for sexual assault (F or M) within the past five (5) years.
  - They are currently on probation, parole or under deferred adjudication for a sexual assault.
  - They have been charged or convicted for failing to register as a sex offender (only those States, counties that use Sex Offender Registers).
  - Has been a suspect in an investigation and has been identified for specific criminal conduct.
  - 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.

## Pricing / Terms and Conditions

### ADAMS COUNTY PRICING

Document conversion pricing will include document capture of documents, image enhancement, de-skew, de-speckle, border removal quality control, any necessary re-scans, as well as well as a match-and-merge and formatting of all images and metadata for import into Adams County's internal required format in accordance with the RFP.

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
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- Pick-up and delivery

**Per Image price - \$0.0495**

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 - \$21.50**

**Number of hours - 390 hours**

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