



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

CONTRACT

This CONTRACT made and entered into this 25<sup>th</sup> day of April, 2022 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **The MMS Companies** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Professional Services for Document Scanning, Digitizing, and Indexing IFB-4982-22-KH**

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

**Contract Documents:** It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Clarifications & Corrections
- c. Solicitation Documents for the Project; **Professional Services for Document Scanning, Digitizing, and Indexing;**
- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);

- f. Field Orders
- g. Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Services: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the sum of **Two Hundred Five Thousand, Nine Hundred and 00/100 Dollars (\$205,900.00)**. This sum does not include the Add Alternate item for boxing and wrapping service for **Eight and 50/100 Dollars Per Box (\$8.50/box)**, to be charged as necessary. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

## ARTICLE 6



## Clarifications and Corrections

The following shall be amended as follows.

- **2.2. The Work:** The term Work includes all labor necessary to produce the tasks/scope/work required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
  
- **2.9. Use of the Site** is taken out.
  
- **2.11. Insurance:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subfirm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and

ONE MILLION DOLLARS (\$1,000,000) per job aggregate.



The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and

ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

**Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

- **Exhibit A, 7. Optional Return of Drawings**

Vendor(s) will return or destroy the records as requested by the City prior to the end of job. Specifically, City may elect to have drawings returned: organized in the original container that the drawings were picked up in, in the original order. In no case shall vendor(s) destroy records without clear, written consent by the City. If the City elects to

have the records destroyed, Firm shall provide date, time, location, method, and written verification of evidence of destruction.

- On page 5 of the Firm's response, it references City of Lafayette. This will be amended to say City of Grand Junction.



**Purchasing Division**

## **Invitation for Bid**

**IFB-4982-22-KH**

**Professional Services for Document Scanning, Digitizing, and Indexing**

### **Responses Due:**

**March 31, 2022 prior to 2:00 PM Local**

**Accepting Electronic Responses Only Through the Rocky Mountain E-Purchasing System (RMEPS)**

**<https://www.bidnetdirect.com/colorado>**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)**

**NOTE: All City solicitation openings will continue to be held virtually.**

### **Purchasing Representative:**

**Kassy Hackett, Buyer**

**[kassyh@gjcity.org](mailto:kassyh@gjcity.org)**

**970-244-1546**

This document has been developed specifically to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All vendors are required to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **Invitation for Bids**

## **Table of Contents**

<b>Section 1</b>	<b>Instruction to Bidders</b>
<b>Section 2</b>	<b>General Contract Conditions</b>
<b>Section 3</b>	<b>Statement of Work</b>
<b>Section 4</b>	<b>Vendor's Bid Form</b>
	<b>Price Bid Schedule Form</b>
	<b>Attachments</b>

# **1. Instructions to Bidders**

**NOTE:** It is the Vendor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1. Purpose:** The purpose of this IFB is to obtain bids from qualified professional vendors or individuals to provide complete scanning, digitizing, and indexing services for multiple size and file types. In comparing responses, consideration will not be confined to price only. The successful vendor will be one whose product is judged to best serve the interests of the City. References will be called and considered.

**IFB Questions:**

Kassy Hackett, Buyer  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

The City would like to remind all Vendors, Sub-Vendors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2. Non-Mandatory Pre-Bid Meeting:** **Prospective bidders are strongly encouraged to attend a non-mandatory pre-bid meeting on March 17, 2022 at 1:30 PM.** Meeting location shall be held at the City of Grand Junction City Hall Auditorium, located at 250, N. 5<sup>th</sup> Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5. Submission:** **Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of bids. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If

website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. (800-835-4603)

Solicitation Opening, Professional Services for Document Scanning, Digitizing, and Indexing IFB-4982-22-KH  
Thu, Mar 31, 2022 2:00 PM - 2:30 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/988644213>

You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (669) 224-3412  
- One-touch: tel:+16692243412,,988644213#

Access Code: 988-644-213

Join from a video-conferencing room or system.  
Dial in or type: 67.217.95.2 or inroomlink.goto.com  
Meeting ID: 988 644 213  
Or dial directly: 988644213@67.217.95.2 or 67.217.95.2##988644213

Get the app now and be ready when your first meeting starts:  
<https://meet.goto.com/install>

- 1.6. **Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.7. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the bidder.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Vendor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.8. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.9. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/501/Purchasing-Bids>
- 1.10. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Public Works & Planning/Engineering page at [www.gjcity.org](http://www.gjcity.org). Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.11. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.12. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly.
  - b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
  - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work;
  - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;

- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the *Contract Documents*. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Vendor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.13. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.14. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.



- 1.16. Sales and Use Taxes:** The Vendor and all SubVendors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.17. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.19. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.20. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
  - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.
- 1.21. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Vendors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of

these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

## **2. General Contract Conditions for Construction Projects**

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Vendor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Vendor. City will provide the contract. By executing the contract, the Vendor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Vendor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Vendor's Application for Payment, the Owner will determine the amounts owing to the Vendor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require the Vendor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Vendor, and sub-Vendor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Vendor:** The Vendor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Vendor means the Vendor or his authorized representative. The Vendor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission he may discover. Vendor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Vendor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.7. Permits, Fees, & Notices:** The Vendor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the work. The Vendor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work. If the Vendor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.8. Responsibility for Those Performing the Work:** The Vendor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-Vendors, their agents and employees, and all other persons performing any of the work under a contract with the Vendor.
- 2.9. Use of the Site:** The Vendor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.10. Cleanup:** The Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work, he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery, and surplus materials.
- 2.11. Insurance:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in

addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any SubVendor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Vendor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the Vendor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory

insurance to that provided by Vendor. The Vendor shall be solely responsible for any deductible losses under any policy required above.

- 2.12. Indemnification:** The Vendor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Vendor, or of any Vendor's agent, employee, sub-Vendor or supplier in the execution of, or performance under, any contract which may result from bid award. Vendor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.13. Miscellaneous Conditions: Material Availability:** Vendors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.14. OSHA Standards:** All bidders agree and warrant those services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.15. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.16. Progress & Completion:** The Vendor shall begin work on the date of commencement as defined in the Contract and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.17. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Vendor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work

acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.18. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Vendor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.19. Protection of Persons & Property:** The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Vendor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Vendor in the execution of the work, or in consequence of the non-execution thereof by the Vendor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.20. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Vendor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.21. Claims for Additional Cost or Time:** If the Vendor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Vendor before proceeding to execute the work, except in an emergency endangering life or property in which case the Vendor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

- 2.22. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.23. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Vendor shall carry out such Field Orders promptly.
- 2.24. Uncovering & Correction of Work:** The Vendor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Vendor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Vendor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Vendor a written acceptance of such condition. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Vendor shall bear the cost of making good all work of separate Vendors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Vendor.
- 2.25. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.26. Assignment:** The Vendor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.27. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.28. Confidentiality:** All information disclosed by the Owner to the Vendor for the purpose of the work to be done or information that comes to the attention of the Vendor during the course of performing such work is to be kept strictly confidential.
- 2.29. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.

- 2.30. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.31. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Vendor, by submitting a Bid, agrees to the following conditions:
- 2.31.1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Vendor. The Vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.31.2.** The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, shall state that such Vendor is an Equal Opportunity Employer.
- 2.31.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.32. Affirmative Action:** In executing a Contract with the City, the Vendor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.33. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.34. Ethics:** The Vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.35. Failure to Deliver:** In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Vendor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.36. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.



- 2.37. Force Majeure:** The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Vendor, unless otherwise specified in the contract.
- 2.38. Independent Vendor:** The Vendor shall be legally considered an Independent Vendor and neither the Vendor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Vendor, its servants, or agents. The Owner shall not withhold from the contract payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax, or any other amounts for benefits to the Vendor. Further, the Owner shall not provide to the Vendor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.39. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of SubVendors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost, or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

**2.40. Evaluation of Bids and Offerors:** The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- consider any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Vendor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of SubVendors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of SubVendors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Offeror, proposed SubVendors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

**2.41. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond, and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Vendor. No contract shall exist between the Successful Bidder and the City, and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

**2.42. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**2.43. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

**2.44. Patents/Copyrights:** The Vendor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Vendor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

**2.45. Remedies:** The Vendor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**2.46. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

**2.47. Expenses:** Expenses incurred in preparation, submission, and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.48. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.49. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.50. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

### **3. Statement of Work**

- 3.1. General:** The City of Grand Junction, by and through its Community Development Department (CD), is soliciting bids from interested professional services/vendors that provide high quality scanning, digitizing and indexing services for a range of documents including plans with the capability to upload documents as defined in Exhibit A – Scope of Work. The Index shall be easily compatible with Energov, a Tyler Technologies software and the naming conventions used therein..

The goals of this project are to digitize City of Grand Junction historical records, primarily those within the Community Development Department, and to create a comprehensive index to promote greater and efficient search and retrieval of those historical records to be retained and preserved indefinitely.

The desired benefits sought for this project include, but are not limited to:

- Online availability of documents to the public through Energov, a Tyler Technologies software
- Broader search capabilities and faster retrieval of information
- Backup for disaster/recovery purposes

- Long-term preservation of City records.
- Promote access to digital material, and
- Mitigate against further deterioration of physical historical assets

### 3.2. Special Conditions:

**3.3.1 Non-Mandatory Pre-Bid Meeting:** Prospective bidders are strongly encouraged to attend a non-mandatory pre-bid meeting on March 17, 2022 at 1:30 PM. Meeting location shall be held at the City of Grand Junction City Hall Auditorium, located at 250, N. 5<sup>th</sup> Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

### 3.3.2 Questions Regarding Solicitation Process/ Scope of Work:

Kassy Hackett, Buyer  
City of Grand Junction  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

**3.3.3 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.3.4 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Vendor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

**3.3.5 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from

any person, shall be used or construed as an amendment or modification to the contract.

**3.3.6 Estimated Quantities:** The quantities indicated in this Invitation for Bid are the estimated quantities that the City has. Variation of quantities may increase or decrease.

**3.3.7 Time of Completion:** The scheduled time of Completion for the Project is **November 1, 2022**.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

**3.3.8 Licenses and Permits:** Vendor is responsible for obtaining all necessary licenses and permits required for Construction, at Vendors expense. See Section 2.12. Vendor shall supply to Owner all copies of finalized permits.

**3.3.9 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Community Development Staff employed by the City, only.

**3.3. Specifications/Scope of Services** The City will identify all original files, documents and/or other relevant materials for imaging, and will inventory them prior to vendor pickup. Vendor is to include boxing services as an optional item. The vendor will be required to provide a Chain-of-Custody of any/all documents being picked up. The method of inventory tracking for each box must be mutually agreeable between the vendor and the City. While in vendor's possession, all materials shall be maintained in a secure, safe and clean location and securely transported to and from the storage location.

Transport includes pick-up of all files (and documentation contained therein) at the addresses and locations defined below. The vendor must always maintain custody and control of documents and at no time should files be unattended during transport. Document pick-up locations will be at:

1. City Hall (250 N 5<sup>th</sup> Street, Grand Junction, CO 81501)
  - a. Community Development Records
2. "Stores" Facility (333 West Avenue Bldg C + Other, Grand Junction, CO 81501)
  - a. Community Development Records
  - b. Utilities Records

Once documents or other relevant materials are transported to vendor's facility, all materials shall remain exclusively in the care, custody and control of the vendor until records are returned or securely destroyed. Records must be stored in a secure and climate-controlled environment while in the possession of the vendor and must only

be accessible to those persons employed by the vendor and assigned to this conversion project. In no case shall the vendor destroy documents unless clear direction to do so is provided in writing by the City. It is expected that all documents will be destroyed upon satisfactory and verified completion and uploading of the scanned digital documents.

Below are the expectations for the various activities involved in the scanning, digitizing and indexing of the inventory provided for costing in Exhibit A. At a minimum, the vendor will be required to perform the following for the image specifications, but shall be responsible for any and all necessary, and/or required steps/processes/services for successfully fulfilling the contract objectives:

- a. Vendor shall pickup records from various addresses in Grand Junction, CO during the City's normal business hours as requested by vendor, provided the City is given 72-hour notice in advance. Vendor will not have access to facilities during off hours, weekends and holidays.
- b. No third parties will be allowed for transportation.
- c. Vendor shall offer optional boxing services as part of their response.
- d. Vendor shall be responsible for all document preparation, including removing staples, paperclips, bindings, repairing torn corners, removing dog ears, and any related steps required to prepare documents for scanning.
- e. All documents to be scanned at a minimum resolution of 300 dpi.
- f. Vendor must use Charge Coupled Device (CCD) Imaging systems and not Contact Image Sensor (CIS) cameras for optimal quality.
- g. Most documents will be scanned in black and white, although, some documents will require color scanning.
- h. Each document will be scanned to a multi-page PDF format.
- i. All images shall be deskewed with solid black borders removed.
- j. Document indexing will be folder-level indexing. It is estimated that file naming of documents will be folder and/or record title, 10-25 characters each. Vendor shall consult with the City to determine individual file naming conventions.
- k. Average images per folder will vary from 1 image per folder or more.
- l. Vendor shall perform quality assurance on scanned images to ensure accuracy, quality and legibility as well as provide the opportunity for the City to provide quality assurance and control at various stages of the project and prior to destruction of any records.
- m. Data must be delivered to the City by means of Secure File Transfer Protocol (FTP) supplied by Vendor.
- n. Electronic document retrieval must be available within 5 business days during conversion.

The vendor must provide an electronic Inventory and Quality Control Report for the vendor's staff and the City staff to track inventory and quality control issues throughout the duration of the project.

Vendor must be able to enhance/adjust light and dark contrast of an entire page or specific area on a page of the poor image to provide the most legible image possible. In the event that software is not able to satisfy with the image quality, the vendor must

report to the City that the original image was of poor quality and that the best image was obtained and provided.

The vendor must have a minimum of three (3) years of experience scanning documents in the State of Colorado in any condition, creating accurate index records, perform appropriate quality assurance and control activities and provide project management and status reporting.

References: Vendor shall provide a minimum of five (5) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar in nature to the services requested herein. Vendor's Reference Information should include:

- i. Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number;
- ii. A description of the type and extent of the services provided by the vendor to the client;
- iii. Names of key personnel on Vendor's team that participated in named projects and their specific responsibilities;
- iv. Completion dates (estimated, if not yet completed);
- v. Total fees received (or projected); and
- vi. Total costs of completed Project.

**3.4. Attachments:**

Appendix A: Scanning, Digitizing and Indexing Services – Scope of Work

**3.5. Vendor Bid Documents:** For Vendor's convenience, the following is a list of forms/items to be submitted with the Vendor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Vendor's responsibility to ensure all forms/items are submitted.

- Vendor's Bid Form
- Price Bid Schedule
- References (5)

**3.6. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	March 4, 2022
Non-Mandatory Pre-Bid Meeting	March 17, 2022
Inquiry deadline, no questions after this date	March 22, 2022
Addendum Posted	March 24, 2022
Submittal deadline for bids	March 31, 2022
City Council Approval	April 20, 2022
Notice of Award & Contract execution	April 21, 2022
Final Completion	November 1, 2022



### 4. Vendor's Bid Form

**Bid Date:** \_\_\_\_\_

**Project:** IFB-4982-22-KH "Professional Services for Document Scanning, Digitizing and Indexing"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Vendor's Bid Form is a part.

The undersigned Vendor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Vendor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Vendor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Vendor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PRICE BID SCHEDULE: IFB-4982-22-KH Professional Services for Document Scanning, Digitizing and Indexing**

	Unit	Estimated Quantity	Conversion/Document Naming Pricing	Unit Price	Extended Price
1	Per Page	1,400,000	Convert Paper to Digital Format, Name Each Document File (Up to 11 x 17)		
2	Per Page	370,000	Convert Paper to Digital Format, Name Each Document File (Greater than 11 x 17)		
3	Per Page	1,400,000	Optical Character Recognition (OCR) for Full-Text Searching		
4	Lump Sum	N/A	All-inclusive Transportation Fees (If applicable)	N/A	
5	Each Box	1,770,000	National Association of Information Destruction (NAID) Certified Destruction Services (Per 1.2 CF Box)		
<b>Total Cost</b>					

**Total Cost Written:** \_\_\_\_\_

**Add Alternates:**

	<b>Transportation and Packaging</b>	Unit	Unit Price
6	Boxing and Wrapping Service (Per 1.2 CF Box)	Each Box	
7	Provide Services to Upload All Documents to EnerGov	Lump Sum	

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **Exhibit A: Scanning, Digitizing and Indexing Services – Scope of Work**

The selected vendor(s) will perform scanning, digitizing and the indexing of all records and documents submitted by the City of conversion of each into a digital format. These will include but are not limited to the following document types from the Community Development Department and a smaller number of documents other departments: permits, correspondence, photographs, reports, certificates, and drawings of varying sizes.

Vendor(s) will pick up and return all materials to the City unless otherwise directed and will upload the scanned files along with an index file (CSV/Excel) containing fully qualified file names to a storage space on the cloud, unless directed otherwise. The CSV/Excel file will include all the necessary indexes required by the City. The storage space on the cloud is provided by the vendor(s). Vendor(s) will be required to notify the City each time new files have been scanned and uploaded completely.

Documents returned to the City shall not be shuffled together or otherwise co-mingled in a manner which prevents the City from easily differentiating project plans or documents. The vendor(s) will verify clarity of images of documents and/or other files in addition to indexing of each file prior to returning these back to the City.

### **FILE SCANNING AND INDEXING**

#### **1. General**

The scope of this work is to provide the services with any and all required hardware, software, and personnel to create scanned images and electronic indexing for all of the blueprints submitted by the City. This work shall include:

- Pick up all records at the beginning of the job.
  - Scan all records at City's preferred resolution (at time of IFB: minimum 300 dpi)
  - Include Optical Character Recognition (OCR) for full text searching capabilities
  - unless documents include very little text
  - Index all records as described in section 5 below.
- Provide a CSV version of this index with the fully qualified name for each image.

#### **2. Methodology**

The selected vendor(s) will develop a methodology to scan and index all drawings cost effectively and efficiently. Methodology will ensure quality of the final product (density, contrast, brightness, lack of skew, resolution, visual quality, etc.). It shall ensure security and privacy; preventing theft, loss, or unauthorized copying of the drawings. It shall ensure that all documents are properly scanned and indexed in proper sequence as described below. Methodology shall include providing documents within five days of a telephone request to the best of the vendor's ability. Methodology shall provide options for either destroying drawings after the approval of the finished product by the City, or returning the drawings organized as described further in section 7 below. Under no circumstances should vendor(s) keep or store the digital copies longer than the City's provided timeline.

#### **3. Description of Drawings**

The land development and construction documents consist of both monochromatic and color documents ranging in size from 8 ½" by 11" paper documents to 36"x48" (Size E) architectural drawings, and even larger. The majority of drawing documents are 24"x36" (Size D). Documents are typically stapled or otherwise bound together along one edge by multiple fasteners. The large format drawings are currently stored as folded sets in the file folders. The plan sets are varied in number of pages. The City requires that the vendor(s) scan both sides of documents only when

there is information on both sides. City will not pay for the scanning of blank images. Backsides containing information but not scanned by vendor(s) shall be rescanned and inserted into the multipage file in the correct sequence at no cost to City, other than the per image cost.

#### **4. Scanning Quality Requirements**

Vendor(s) will ensure that all information that can be interpreted on the original can be interpreted on a full-size printout of the scanned image. Resolution shall be sufficient to ensure that all information legible on the original is legible on the images. All images shall be correctly oriented with the topside up and skew of less than three degrees. City reserves the right to request the vendor(s) repeat any scan that does not meet City's quality standards at no cost to the City.

#### **5. Indexing Requirements**

An indexing file shall also be returned as a comma separated variable (CSV) file. Index files should include but not be limited to the following fields. Media will be cloud based unless directed otherwise. The retention schedule of all files is indefinite.

The columns shall include but not limited to the following. The City will work with the selected vendor to confirm information needed.

1. Document Title
2. Plan Type: Always "Approved Plans"
3. Street Number of drawing location
4. Street Pre-Qualifier, if any (one character – N, S, E, W)
5. Street Name
6. Street Type: (Ave, Dr, St, Way, etc.)
7. Unit Number, if any: preceded by "#"
8. The date on the drawing in the format mm-dd-year
9. Permit Number(s), if any
10. Sequential Sheet (1,2,3,4,etc.)
11. Fully qualified Path and File Name of the corresponding multipage image

Example of a record in CSV format:

Approved Plans for 509 S Pacific Ave, Approved Plans,509,S,  
Pacific,Ave,#2,5/23/2011,BB1105525

BB1105526,5/23/2011,12-1234,C:/Archive\00303DCE.PDF

The majority of the records will be from the Community Development Department and consist of a combination of large format (all folded within file folders) in filing cabinets (lateral) and Document Boxes (1.2 Cubic Feet Each / Filed Left to Right (12"). Files are located at 2 locations.

The specific File Types available for indexing these files will be provided to the chosen vendor.

Black & White vs. Color: Combined. Pertinent color such as Color Maps and Reports should be scanned in color. (Estimate Less than 5% Color)

Format: PDF with OCR

Brackets: Stack Left, Right, Loose at Back

Backsides: Estimated 5% or Less (Included in Estimated Totals)

Estimated Images (11 x 17 or Smaller): 1,400,000

Estimated Images (Greater than 11 x 17): 370,000

Separate Large Format files will be acceptable with \_Plans added to the file name.

Final Disposition: TBD – the City will work with the selected Vendor regarding the return of

documents and/or secure destruction

Indexing Summary: Folder-level Indexing

Naming: **File Type** (List will be provided)-**Year** (On file Tab)-**Job/Project#** (On File Tab)

Sample: GPA-2008-011

Return: Anything that is unable to be scanned

## **6. Drawing Custody**

The vendor(s) will take custody of all drawings from the City's facilities and take them to the respective offsite facilities. City staff will log all documents sent to the vendor(s) for scanning/indexing and update the list upon return of said documents. Vendor(s) will take all necessary precautions to ensure the integrity of the drawings during the process. All drawings shall remain the vendor(s) custody until the scanning and indexing are complete or until requested for quality control by the City.

## **7. Optional Return of Drawings**

Vendor(s) will return or destroy the records as requested by the City prior to the end of job. Specifically, City may elect to have drawings returned: organized in the original container that the drawings were picked up in, in the original order. In no case shall vendor(s) destroy records without clear, written consent by the City.

## **8. Format and Media**

Vendor(s) will provide the above-mentioned file types via cloud-based technology as agreed to by both vendor(s) and City unless instructed otherwise. Vendor shall include a price to assist City in downloading documents from the cloud to the individual EnerGov files (ultimate destination for storage).

## **9. Access to Drawings**

City will provide documented vendor personnel with access to the drawings during City's normal business hours at the various document locations as requested by the vendor(s), provide City is given 72-hour notice. Vendor(s) will not have access to facilities off hours, weekends and holidays.

## **10. Support from City**

Vendor(s) will attempt to schedule all requirements for meeting with City at least 72 hours in advance. The City will then ensure that key users and data are available for a reasonable duration of time as practicable for required interfacing with Vendor(s).

## **11. General**

The scope of work is to provide services with any and all required hardware, software, and personnel to create scanned images for all permits, reports, and certificates, correspondence and other documents submitted by the City.

## **12. Final Acceptance**

City will perform final quality control on the returned digital images. Vendor(s) will re-scan at no charge to City any drawings or document originals that the City deems unacceptable. Vendor(s) will correct any errors in the indexing noted by City at no charge. Vendor(s) will not delete the digital copies for at least thirty (30) days after the City has been notified by email that the files have been completed and uploaded to the cloud-based storage location.



Purchasing Division

## ADDENDUM NO. 1

**DATE:** March 11, 2022  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-4982-22-KH Professional Services for Document Scanning, Digitizing, and Indexing

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- Q:** Do you know if you will have a video conference link as well for this meeting?  
**A:** Please see the virtual meeting link for the non-mandatory pre-bid meeting. The City will not have a virtual portion for the tour of the amount of boxes.

*Non-Mandatory Pre-Bid Meeting, Professional Services for Document Scanning, Digitizing, and Indexing IFB-4982-22-KH  
Thu, Mar 17, 2022*

*Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/533038261>*

*You can also dial in using your phone.  
United States: [+1 \(408\) 650-3123](tel:+14086503123)*

*Access Code: 533-038-261*

*Join from a video-conferencing room or system.  
Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)  
Meeting ID: 533 038 261  
Or dial directly: 533038261@67.217.95.2 or 67.217.95.2##533038261*

*Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>*

- Q:** I have a question regarding the following statement:

“The vendor must have a minimum of three (3) years of experience scanning documents in the State of Colorado in any condition, creating accurate index records, perform appropriate quality assurance and control activities and provide project management and status reporting.”

We have 20 years of experience in scanning documents, but not in the State of Colorado. Would we be excluded from being able to participate in this Bid?

**A:** No, this does not disqualify your company. This portion of 3.3 Specification/Scope of Services shall be amended to:

“The vendor must have a minimum of three (3) years of experience scanning documents in any condition, creating accurate index records, perform appropriate quality assurance and control activities and provide project management and status reporting.”

3. **Q:** As you know, there is a pre-bid meeting on March 17, 2022. Is it possible to attend this meeting remotely?

**A:** Please reference question one's answer.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read 'K Hackett', written in a cursive style.

Kassy Hackett, Buyer  
City of Grand Junction, Colorado



**Purchasing Division**

## **ADDENDUM NO. 2**

**DATE: March 24, 2022**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: Professional Services for Document Scanning, Digitizing, and Indexing IFB-4982-22-KH**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q:** Please see the links below for some photos of the boxes and files.

[Picture 1](#) (Link)

[Picture 2](#) (Link)

[Picture 3](#) (Link)

[Picture 4](#) (Link)

2. The following language shall be added to section 3 scope of work.

“The Owner shall have the right to renew the contract for 3 (three) additional one-year periods, or any portion thereof. If the option for the renewal is exercised by the Owner, the bidder shall agree, in writing, to the prices for the renewal period.”

3. **Q:** Can all boxes/documents for scanning be picked up all at the same time?

**A:** Yes, expected but there will be two locations – City Hall and City Shops/Stores.

4. **Q:** Can boxes be shipped via third party shipper such as Fed-Ex/UPS?

**A:** The IFB suggests no use of third parties for transport of boxes/documents. If this is to be proposed by a vendor, please describe the protocol to be used by the vendor and shipping method that will provide assurance that all boxes are transported together and are secure through the shipping process.

5. **Q:** Can indexing of documents please be clarified? On page 21 (letter j) it says 10-25 characters to folder/record title level; then page 26 (#5 – Indexing) the example shows the indexes to be much longer than 25 characters, and lastly at the top of page 27 the file naming is by “File Type”, “Year”, and “Job/Project#”.

**A:** See answer to Question 8 below.



6. **Q:** Will indexes come from the folder tab, or will the indexing need to be done from the physical document?  
**A:** See answer to Question 8 below.
7. **Q:** Are all documents scanned to be indexed the same way, or is there different indexing schema's?  
**A:** See answer to Question 8 below.
8. **Q:** If different indexing schema's, then what are the different indexes required?  
**A:** CLARIFICATION OF FILE NAMING AND INDEXING

Each folder will be given the name that is on the tab on the physical file.

Within each folder their will be two sub-files: one for documents and one for maps/plans (large documents). If the number of documents and maps/plans exceeds a file size of 1GB, then the files are to be divided into additional pdf files so no one file exceeds 100 Megabytes.

Example:

SPN-1996-055 TOWNHOMES (Tab Name on physical file, electronic folder name)

Subfiles within each folder:

SPN-1996-055 TOWNHOMES DOCUMENTS\_1  
SPN-1996-055 TOWNHOMES DOCUMENTS\_2  
SPN-1996-055 TOWNHOMES MAPS PLANS\_1  
SPN-1996-055 TOWNHOMES MAPS PLANS\_2  
SPN-1996-055 TOWNHOMES MAPS PLANS\_3

9. **Q:** There are estimated 370,000 pages that are greater than 11x17. Do you have a break down on those sizes?  
**A:** There is no further breakdown of the larger size documents.
10. **Q:** Are the 11x17 or greater pages mixed in with the other project files or are they bond separately?  
**A:** They are mixed in with the other documents thus the folder for each project will have subfiles of both documents and maps/plans – see example above.
11. **Q:** On page 24, the PRICE BID SCHEDULE indicates that there are 1.4M documents that are up to 11 x 17 and 370,000 documents greater than 11 x 17. However, only 1.4M require OCR for full text searching. Is that correct? This would mean that the 370,000 pages that are greater than 11 x 17 do not require OCR.  
**A:** Correct, there is no expectation for OCR for pages that are greater than 11 x 17.
12. **Q:** For the OCR requirement, what is the acceptable rate of accuracy?  
**A:** The City would like to strive for 98-99% accuracy.
13. **Q:** In regard to the OCR requirement, please clarify what level of OCR is required, for instance (1) OCR Full Full-Text Searching (not a standard in conjunction with full indexing), (2) OCR of Relevant Tags (e.g., people, projects), (3) OCR of Basic Grouped Information of All Associated Documents.

**A:** Depends on cost estimate for full text but at a minimum OCR is be for topical terminology for contents within the file such as “drainage”, “landscaping”, “covenants”, plat, etc.

14. **Q:** In regard to the OCR requirement, please provide example Forms and Documents to clearly illustrate information recorded and level of expectation.

**A:** See Question 1 for links to the photos of the boxes and files.

15. **Q:** Is OCR a requirement for each page of the file (for instance supporting documentation), or preferred for specific forms and plats?

**A:** Depends on cost estimate to request for each page but in most cases OCR for front page and table of contents may be sufficient.

16. **Q:** IFB Section 2 (Page 8) is titled 'General Conditions for Construction Projects.' With the qualifier for 'construction project,' and many of these terms and condition related to physical construction, are the contents of this section applicable to this IFB. If not, is the City willing to include Section 2.50 Cooperative Purchasing as a term of the IFB?

**A:** Section 2 shall be renamed to “General Contract Conditions for Projects.” All terms and conditions will remain the same and be included in the contract.

17. **Q:** IFB Section 3.3.7 Time of Completion (Page 20): If the City is delayed in anyway, which would delay pickup of record, is the completion date of November 1, 2022 amended to allot the required time a vendor would require to ensure quality of deliverables? Examples of possible delays may include approval process, paper execution, delivery of materials, boxing remaining docs that are in file cabinets, etc.

**A:** The City intends to have all materials boxed and ready for pick up once a contract with a vendor is approved.

18. **Q:** Will the City consider extending the deadline of this IFB?

**A:** The City desires to have all services invoiced and paid by December 31, 2022.

19. **Q:** How many pages per average Community Development file? How many pages per average Utilities file?

**A:** Community Development – Unknown, large range.  
Utilities - Unknown.

20. **Q:** What is the average number of pages per barrier (staple/clip/prong/fold) for Community Development documents? For Utilities documents?

2.5 pages or less between barriers

2.5 to 3.5 pages between barriers

3.5 to 5 pages between barriers

5.1 to 24 pages between barriers

**A:** Community Development – Unknown, varies.

Utilities - Unknown.

21. **Q:** How many staples/clips per Community Development file? Per Utilities file? What percentage of pages are loose?

**A:** Community Development – Unknown, varies.

Utilities - Unknown.

22. **Q:** Will all pages provided be scanned? If no, how will pages not to be scanned be identified?

**A:** Yes.

23. **Q:** What percentage of Community Development pages will require special handling (scanning on glass)? Utilities? What percentage need to be captured in Color? What percentage is Two sided?  
**A:** Community Development – Unknown, believed to be minimal if any; in general, are in good condition. No Color. Two sided: High % of 8 ½ x 11, not of larger (i.e. 24"x36")  
Utilities - Unknown, believed to be minimal. No Color. Two Sided: 30% (estimate)
24. **Q:** Does Community Development population include pages over 11 x 17? Utilities population? If yes, how many per box?  
**A:** Community Development – Yes, typically. There may be some without. Unknown how many per box.  
Utilities - Some. Unknown how many per box.
25. **Q:** Are all pages organized into files? Community Development population? Utilities?  
**A:** Community Development – Yes.  
Utilities - Yes.
26. **Q:** How many files are there (estimated total)?  
**A:** Community Development – 8,200.  
Utilities - Unknown.
27. **Q:** Are files in boxes or on shelves/cabinets? Please describe boxes/files/shelves. How many of each? Length/depth of each.  
**A:** All files for Community Development and Utilities will be boxed.  
Community Development – 520 small boxes, 150 large boxes.  
Utilities - Unknown.  
Boxes are Legal size bankers boxes 15.5" wide x 24.5 long x 10.5" deep or letter size boxes 12.5" wide x 16" long x 10.5" deep for both Community Development and Utilities.
28. **Q:** Can scanning be performed in another state?  
**A:** Yes.
29. **Q:** Please review QC options below and confirm that describes your quality control requirements.  
Basic QC – All images are reviewed by the scanning specialist at the time of image capture, not as a separate process.  
Sample QC - All images are reviewed during the scanning process. Additional page checking of images to original will be performed for 10% of each box – 3-4% from front, middle and back.  
Full Page-to-Page QC - All images are reviewed during the scanning process. Each image is also reviewed against its original page for page for quality by a QC Specialist  
**A:** Did not understand question as written but assume the City was to indicate which option it prefers. Preference is b. but it would seem 3-5% versus 10% may be adequate. Please note, the City is to have the opportunity to perform our own QC at the same level as the project proceeds and for direction to destroy files.
30. **Q:** Will all pages in a file be captured as a single document? If no, will pages be captured by file section? Document?

**A: Community Development** – Not necessarily; no file should be larger than 225 MB.  
**Utilities - Yes.**

All pages 11x17 and smaller should be scanned as one pdf document or up to 225 MB; continue in this fashion until all of these pages are scanned. All Plans (larger than 11x17) should be done the same way.

31. **Q:** Do the physical boundaries (loose, staples, clips) accurately reflect document breaks?  
**A:** Possibly (i.e. large reports or plan sets may provide a good break for file size requirements).
32. **Q:** What file level data typed or handwritten?  
**A:** Mostly typed, minimal handwritten.
33. **Q:** Is info on file tab? First page in file?  
**A:** On the file tab for both Community Development and Utilities files.
34. **Q:** What is the desired number of pickups? May all boxes be picked up in one load?  
**A:** No desired number of pick-ups. All boxes can be picked up in one load.
35. **Q:** Will boxes be on pallets or loose? Does site have a loading dock? What floor are boxes on? Does building have an elevator?  
**A:** Boxes will be on pallets at City Shop and loose boxes at City Hall. City Shops does have a loading dock. Boxes at City Hall are on ground floor and does not have loading dock.
36. **Q:** What percentage of files may need to be boxed by provider?  
**A:** None. The City shall have all records boxed prior to the vendor picking them up.
37. No file size shall exceed 225 Megabytes.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Kassy Hackett, Buyer  
City of Grand Junction, Colorado

March 30<sup>th</sup>, 2022

City of Grand Junction

Attention Kassy Hackett, Buyer

970-244-1546

Dear Kassy Hackett,

The MMS Companies, (Medical Management Specialists, Mindykowski Management Systems DBA the MMS Companies.) is a Woman owned small business founded in Colorado in 1987.

With over 30 years of Document Control and Project Implementation experience, our team at MMS provides a strong knowledge base of industry best practices with superior project management skills and principles.

With every project comes unique challenges. By developing strong project processes, MMS can help support and drive project success by establishing industry best practice with your project and team that is tested and approved process management in all document management solutions. Pervious clients with similar projects include 21<sup>st</sup> Judicial Court in Grand Junction CO, InSight Vision Group, Colorado Health Networks and Regional Transportation District (RTD) in Denver.

We are a small business, with a small team that is big on results. Taking care of our clients is our top priority. MMS prides itself on providing quality workmanship at affordable prices, on time all the time!

Regards,



Eric Mindykowski

VP of Operations

The MMS Companies



**City of Grand Junction - IFB-4982-22-KH**

**Professional Services for Document Scanning, Digitizing,  
and Indexing**

Prepared by Eric Mindykowski



## 1. Firm Profile

The MMS Companies, (Medical Management Specialists, Mindykowski Management Systems DBA the MMS Companies.) is a Woman owned small business founded in Colorado in 1987 with a current staff of 8. Located in Aurora Colorado, we are SBE/DBE/SWBE Certified, and we offer a variety of services pertaining to the conversion of files, government records, business and medical records, as well as drawing, maps and historical documents. We also provide document workflow consulting services.

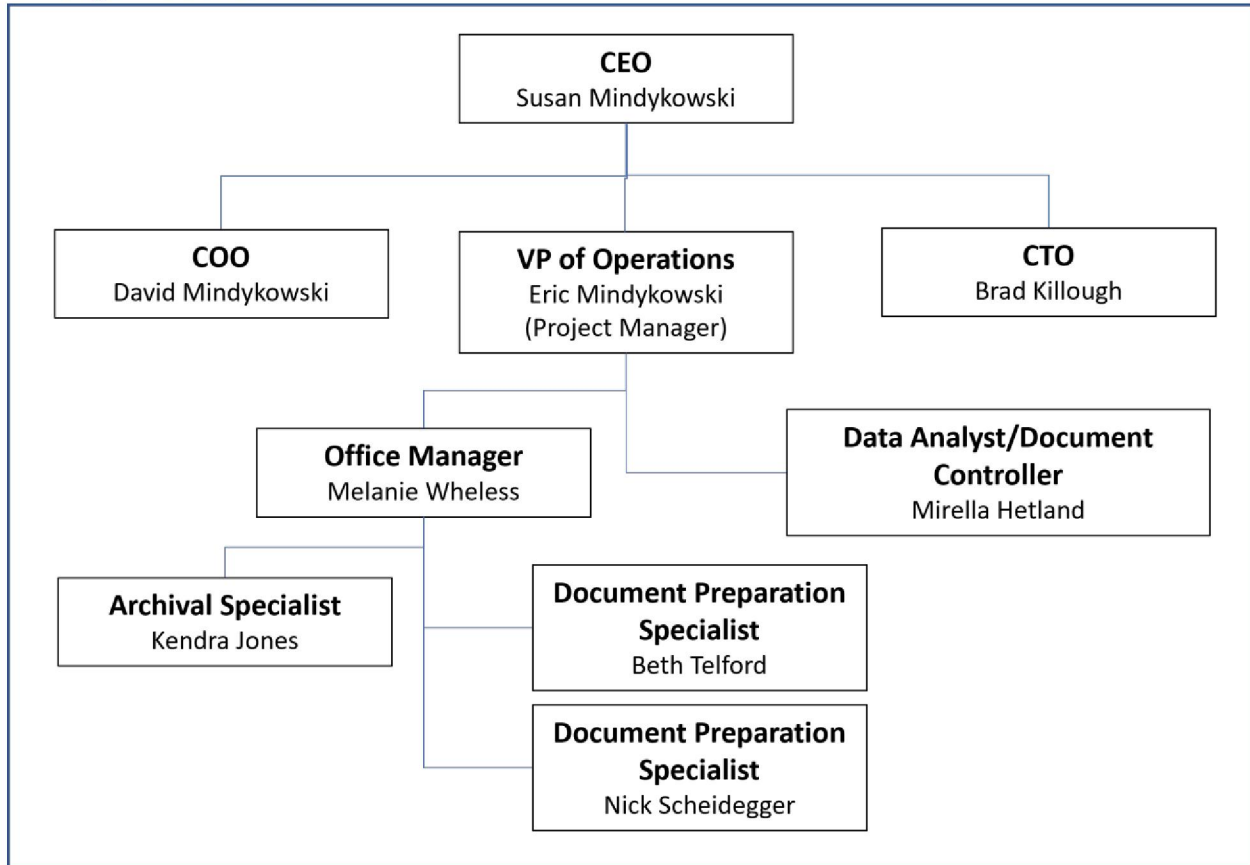
MMS services were developed for organizations that recognize specific business needs, such as archiving, storage, retrieval, tracking, and management of their business-related files. We offer project plans, systems, services and pricing that are tailored to meet our Client's specific document management needs, as well as budgetary requirements.

We are a small business, with a small team that is big on results. Taking care of our clients is our top priority. MMS prides itself on providing quality workmanship at affordable prices, on time all the time!

MMS Assures Privacy and confidentiality of all intellectual property. MMS Schedules regular project review meetings with our Clients to report progress. Every MMS Client has specific requirements for their project and management of their documents. MMS designs, programs and sets up Client specific processes and checklists for each customized project.

- Document Inventory
- Document Preparation
- Scanning Prices; By-the-Box or By-the-Project
- Quality Control – Image Clean Up
- Indexing and File Metadata
- Conversion to TIFF or PDF
- Image Transfers to Portable External hard drives
- Scanning of Paper Documents (all sizes) Micro Film and Books
- Project Management, Consulting and Training
  - a) Project Controls
  - b) Document Management Expertise

## 2. Organizational Chart



## 3. Proposal and Project Approach

### Project Overview

The City of Grand Junction, by and through its Community Development Department (CD), is soliciting bids from interested professional services/vendors that provide high quality scanning, digitizing and indexing services for a range of documents including plans with the capability to upload documents as defined in Exhibit A – Scope of Work. The Index shall be easily compatible with Energov, a Tyler Technologies software and the naming conventions used therein..

The goals of this project are to digitize City of Grand Junction historical records, primarily those within the Community Development Department, and to create a comprehensive index to promote greater and efficient search and retrieval of those historical records to be retained and preserved indefinitely.

The desired benefits sought for this project include, but are not limited to:

- Online availability of documents to the public through Energov, a Tyler Technologies software
- Broader search capabilities and faster retrieval of information
- Backup for disaster/recovery purposes
- Long-term preservation of City records.





- Promote access to digital material, and
- Mitigate against further deterioration of physical historical assets

### **Scope of Work**

The City will identify all original files, documents and/or other relevant materials for imaging, and will inventory them prior to vendor pickup. Vendor is to include boxing services as an optional item. The vendor will be required to provide a Chain-of-Custody of any/all documents being picked up. The method of inventory tracking for each box must be mutually agreeable between the vendor and the City. While in vendor's possession, all materials shall be maintained in a secure, safe and clean location and securely transported to and from the storage location.

Transport includes pick-up of all files (and documentation contained therein) at the addresses and locations defined below. The vendor must always maintain custody and control of documents and at no time should files be unattended during transport. Document pick-up locations will be at:

1. City Hall (250 N 5th Street, Grand Junction, CO 81501)
  - a. Community Development Records
2. "Stores" Facility (333 West Avenue Bldg C + Other, Grand Junction, CO 81501)
  - a. Community Development Records
  - b. Utilities Records

Once documents or other relevant materials are transported to vendor's facility, all materials shall remain exclusively in the care, custody and control of the vendor until records are returned or securely destroyed. Records must be stored in a secure and climate-controlled environment while in the possession of the vendor and must only be accessible to those persons employed by the vendor and assigned to this conversion project. In no case shall the vendor destroy documents unless clear direction to do so is provided in writing by the City. It is expected that all documents will be destroyed upon satisfactory and verified completion and uploading of the scanned digital documents.

Below are the expectations for the various activities involved in the scanning, digitizing and indexing of the inventory provided for costing in Exhibit A. At a minimum, the vendor will be required to perform the following for the image specifications, but shall be responsible for any and all necessary, and/or required steps/processes/services for successfully fulfilling the contract objectives:

Vendor shall pickup records from various addresses in Grand Junction, CO during the City's normal business hours as requested by vendor, provided the City is given 72-hour notice in advance. Vendor will not have access to facilities during off hours, weekends and holidays.

No third parties will be allowed for transportation.

Vendor shall offer optional boxing services as part of their response.

- a. Vendor shall be responsible for all document preparation, including removing staples, paperclips, bindings, repairing torn corners, removing dog ears, and any related steps required to prepare documents for scanning.
- b. All documents to be scanned at a minimum resolution of 300 dpi.
- c. Vendor must use Charge Coupled Device (CCD) Imaging systems and not Contact Image Sensor (CIS) cameras for optimal quality.



- d. Most documents will be scanned in black and white, although, some documents will require color scanning.
- e. Each document will be scanned to a multi-page PDF format.
- f. All images shall be deskewed with solid black borders removed.
- g. Document indexing will be folder-level indexing. It is estimated that file naming of documents will be folder and/or record title, 10-25 characters each. Vendor shall consult with the City to determine individual file naming conventions.
- h. Average images per folder will vary from 1 image per folder or more.
- i. Vendor shall perform quality assurance on scanned images to ensure accuracy, quality and legibility as well as provide the opportunity for the City to provide quality assurance and control at various stages of the project and prior to destruction of any records.
- j. Data must be delivered to the City by means of Secure File Transfer Protocol (FTP) supplied by Vendor.
- k. Electronic document retrieval must be available within 5 business days during conversion.

The vendor must provide an electronic Inventory and Quality Control Report for the vendor's staff and the City staff to track inventory and quality control issues throughout the duration of the project.

Vendor must be able to enhance/adjust light and dark contrast of an entire page or specific area on a page of the poor image to provide the most legible image possible. In the event that software is not able to satisfy with the image quality, the vendor must report to the City that the original image was of poor quality and that the best image was obtained and provided.

The vendor must have a minimum of three (3) years of experience scanning documents in the State of Colorado in any condition, creating accurate index records, perform appropriate quality assurance and control activities and provide project management and status reporting.

References: Vendor shall provide a minimum of five (5) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar in nature to the services requested herein. Vendor's Reference Information should include:

- i. Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number;
- ii. A description of the type and extent of the services provided by the vendor to the client;
- iii. Names of key personnel on Vendor's team that participated in named projects and their specific responsibilities;
- iv. Completion dates (estimated, if not yet completed);
- v. Total fees received (or projected); and
- vi. Total costs of completed Project.

### **Quality Control**

Town's expectation is for a high level of quality control for images and indexing. Vendor's quality control measures shall meet the following criteria for all images:

- Images are of the same or better quality than the original



- All documents are to be scanned in the same order they exist in paper form
- All images are accurately labeled and indexed
- The final images are to maintain the integrity of the original records which provides an adequate substitute for the original records. All legible and decipherable content on the original record must be legible and visually decipherable in the final images and when printed at the original scale.
- Visual inspection of each image, making quality adjustments as needed
- Town shall perform a quality check of images and associated indexing. If Town discovers unacceptable images vendor will correct all such unacceptable images at vendor's cost. Documents will not be destroyed until Town has performed a quality check.

### **Delivery of Images**

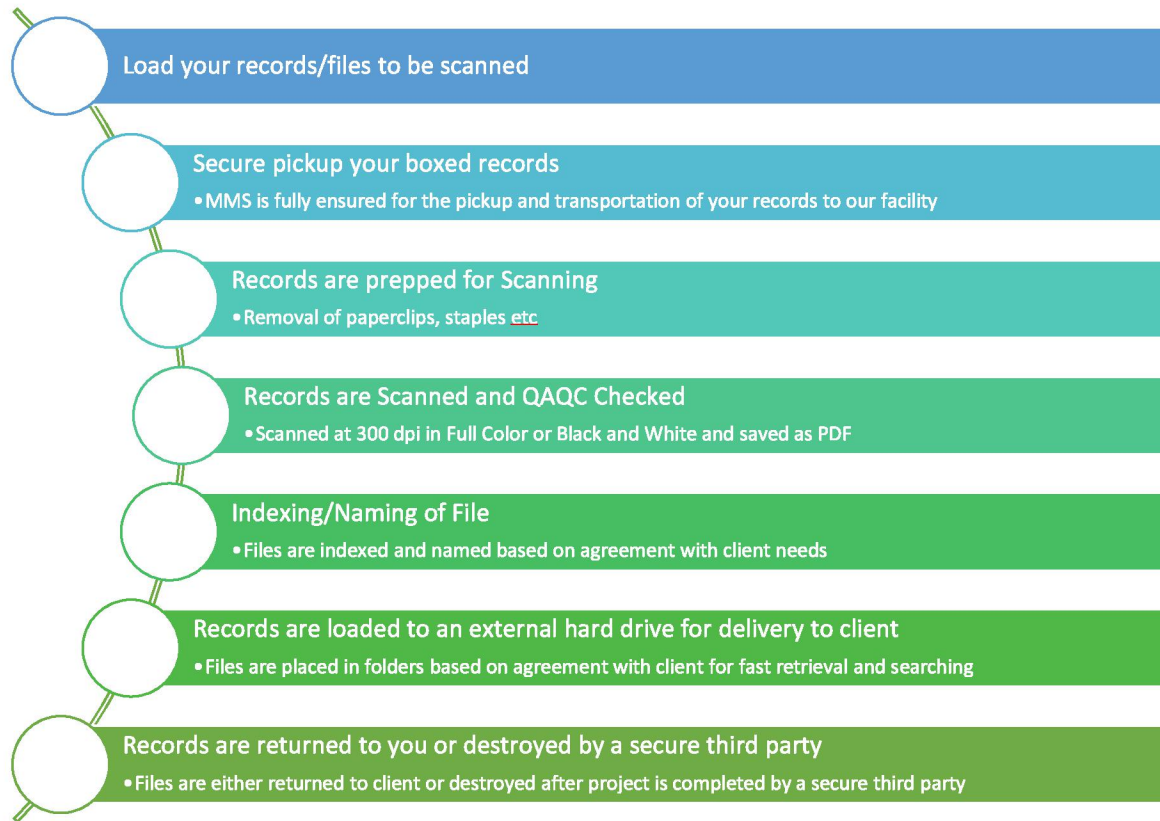
- Delivery of images shall be in a format and on a timeline agreed upon between Town and vendor.
- Deliverables shall include
  - a report detailing all documents scanned; and
  - a report of all documents unsuccessfully scanned due to poor quality of original; and
  - return of original documents and all unscanned documents.
- Delivered images will be in a format that can be imported by Town directly into iCompas, including any indexing, metadata, and OCR text.
- Images shall be delivered on an archival quality CD/DVD, external hard drive, or flash drive that cannot be altered or changed.

### **MMS Approach**

With over 40 years of collective experience in managing and coordinating records management efforts. MMS is confident that we can provide the best document scanning quality and security for the City of Lafayette.

MMS is fully insured, HIPPA and PII compliant. Confidentiality Agreements are in place will all MMS employees to ensure clients document security. All work is performed on MMS secure site under lock and key. All documentation is shredded by third party business party with Certificates of Destruction available.

## The MMS Process



MMS will pick up the documents and bring back to our facility. There we will process all documents and save to an external hard drive. Files will be placed in folders based on a agreed upon hierarchy. The Administrative Costs will cover the external hard drive and pick and delivery costs.

## 4. Past Projects

Throughout MMS's years of experience, we have successfully helped many organizations convert their documents to digital format. We are confident that we can bring the same results to your project.

### Previous Clients and Projects

- 21<sup>st</sup> Judicial District Courts – Probation Department
- InSight Vision Group – Patient Files
- Colorado Health Network – Patient Files and Business Records
- RTD - Regional Transportation District – Business Records and Large Format Drawings
- US Treasury – Denver Mint – Denver Colorado – Large Format Drawings
- Las Animas County – Clerk, Treasurer & Assessors Offices – Business Records and Ledger Books
- Various County Clerks, Treasurers and Assessors Offices – Business Records and Ledger Books





## 5. Pricing

MMS charges are based on a per box/item pricing. This price includes prepping, indexing, scanning, Quality Control Checks and Destruction of Files. The charges are as follows:

	Unit	Estimated Quantity	Conversion/Document Naming Pricing	Unit Price	Extended Price
1	Per Page	1,400,000	Convert Paper to Digital Format, Name Each Document File (Up to 11 x 17)	\$0.04	\$56,000.00
2	Per Page	370,000	Convert Paper to Digital Format, Name Each Document File (Greater than 11 x 17)	\$0.35	\$129,500.00
3	Per Page	1,400,000	Optical Character Recognition (OCR) for Full-Text Searching	\$0.005	\$7,000.00
4	Lump Sum	N/A	All-inclusive Transportation Fees (If applicable)	N/A	\$2,000.00
5	Each Box	1,770,000	National Association of Information Destruction (NAID) Certified Destruction Services (Per 1.2 CF Box)	\$5.00	\$3,400.00
<b>Total Cost</b>					<b>\$197,900.00</b>

During the scanning process, should you need a specific file, upon request, MMS will pull said file, prep, scan, convert and email it to the requesting party within 1-2 Business days. This service will be provided at **NO CHARGE** to the Client. If the request calls for prompt attention (within 12-24 hours) a separate charge may be added.

Add Alternates:

	Transportation and Packaging	Unit	Unit Price
6	Boxing and Wrapping Service (Per 1.2 CF Box)	Each Box	\$8.50
7	Provide Services to Upload All Documents to EnerGov	Lump Sum	\$8000.00

**NOTE:** MMS prides themselves on working within our clients needs, timeframes and budgets. The monthly volume for this project shall be based on Client time frames and budget requirements. To be determined prior to the start of processing. Regular review meetings would be conducted allowing the client to inspect results to date, as well as make adjustments to the schedule, routines and volume.



## 6. Contacts

- Eric Mindykowski – 303-204-4966 – [eric@themmscompanies.org](mailto:eric@themmscompanies.org)
- David Mindykowski – 303-246-3994 – [david@themmscompanies.org](mailto:david@themmscompanies.org)

## 7. References and Attached Information

- Vendor Bid Form
- Price Bid Schedule
- Resumes
  - i) Eric Mindykowski – Project Manager
- Copy of MMS Confidentiality Agreement
- Copy of MMS Insurance
- References
  - i) Raj Awasthi – 12th Judicial District – Grand Junction, CO 970-257-3601
  - ii) Patty Reed-Schmidt - Regional Transportation District – Denver, CO 303-299-6920
  - iii) Rena Sanchez - Lake County School District – Leadville, CO 719-486-6818
  - iv) Alicia Artel – 4th Judicial District – Colorado Springs, CO 719-336-8949
  - v) Emma Drake – InSight Vision Group – Parker, CO 303-794-1111

Thank you for the consideration. We look forward to working with you soon.

**Eric Mindykowski**  
**The MMS Companies**  
**Since 1987**  
**303-204-4966**  
[www.themmscompanies.org](http://www.themmscompanies.org)

**4. Vendor's Bid Form**Bid Date: 3-30-22

Project: IFB-4982-22-KH "Professional Services for Document Scanning, Digitizing and Indexing"

Bidding Company: The MMS CompaniesName of Authorized Agent: Eric MindykowskiEmail Eric @ the mms companies.orgTelephone 303-204-4966 Address 5953 S Quintero CtCity Avora State CO Zip 80016

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Vendor's Bid Form is a part.

The undersigned Vendor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Vendor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Vendor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 7.5 percent of the net dollar will be offered to the Owner if the invoice is paid within 10 days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Vendor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 2

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: The MMS Companies

Authorized Signature: [Signature]

Title: VP of Operations

**PRICE BID SCHEDULE: IFB-4982-22-KH Professional Services for Document Scanning, Digitizing and Indexing**

	Unit	Estimated Quantity	Conversion/Document Naming Pricing	Unit Price	Extended Price
1	Per Page	1,400,000	Convert Paper to Digital Format, Name Each Document File (Up to 11 x 17)	\$0.04	\$56,000.00
2	Per Page	370,000	Convert Paper to Digital Format, Name Each Document File (Greater than 11 x 17)	\$0.35	\$129,500.00
3	Per Page	1,400,000	Optical Character Recognition (OCR) for Full-Text Searching	\$0.005	\$9,000.00
4	Lump Sum	N/A	All-inclusive Transportation Fees (If applicable)	N/A	\$2,000.00
5	Each Box	1,770,000	National Association of Information Destruction (NAID) Certified Destruction Services (Per 1.2 CF Box)	\$5.00	\$3,700.00
				Total Cost	197,900.00

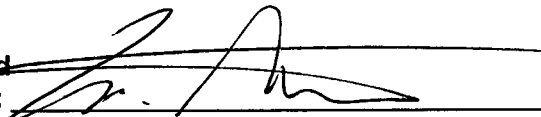
Total Cost Written: One hundred Ninety Seven thousand nine hundred and <sup>00</sup>/<sub>100</sub>

**Add Alternates:**

	Transportation and Packaging	Unit	Unit Price
6	Boxing and Wrapping Service (Per 1.2 CF Box)	Each Box	\$8.50
7	Provide Services to Upload All Documents to EnerGov	Lump Sum	\$8000.00

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: The MMS Companies

Authorized Signature: 

Title: VP of Operations



## ERIC MINDYKOWSKI

### SKILLS PROFILE

- Good customer relations background with over 15 years of service with 5 different firms
- Strong Training Background and mentoring support
- Good organization and multitasking skills
- Strong ability to be creative and think outside the box and problem solve
- Very flexible and adaptive when working on projects and with clients
- Detailed oriented with strong ability to prioritize tasks
- Experienced in handling confidential paperwork and issues
- Efficient in Microsoft Office, Word, Excel, PowerPoint, Outlook and Project Wise and Aconex

### EMPLOYMENT HISTORY

#### **Document Control Management and VP of Operations – The MMS Companies**

*MMS is a full service Document Management company specializing in Document Management Consulting and Document Scanning and Archiving. Some projects include RTD FasTracks, VTA Rail, Colorado Department of Energy, Colorado Judicial Courts, Multiple County Clerk and Recorders, and Multiple school districts*

- Prepared, scanned and indexed records for Document Imaging
- Converted files to PDF for archiving purposes
- Organized and ran multiple groups during meeting and projects to meet project goals
- Meet with clients to establish goals and requirements per project needs
- Maintained project correspondence and data files
- Picked up and delivered documents from clients

#### **Senior Implementation Specialist - Aconex Limited**

*Aconex is a Globally Recognized SaaS Company specializing in Cloud Based Project Wide solutions.*

- Conduct project implementation meetings and gather project requirements and prepare the Aconex implementation project plan and supporting documentation
- Train and Mentor new employees with system knowledge
- Pre-Sales Support with Product knowledge
- Industry Support and teach best practice
- Manage and assist the implementation of the product to all project participants
- Managed Project teams for project implementation and project support and foster client relationships
- Ongoing support for clients during all project phases.
- Drive proper use of system through best practice advise and various training tools
- Provide software training for both new and existing users
- Conduct project health checks and provide consulting advise to project participants to insure highest level of service

#### **Document Control Specialist – Regional Transportation District (RTD)**

*The RTD FasTracks Program is a multi-billion dollar comprehensive transit expansion plan to build 122 miles of new commuter rail and light rail, 18 miles of bus rapid transit, 21,000 new parking spaces at light rail and bus stations.*

- Helped create, organize, and implement document control procedures for multiple projects using the Aconex system
- Trained new employees and new team members on Aconex and its procedures
- Managed Project teams for project implementation and project support
- Reported directly to upper management on all project milestones
- Managed daily coordination of all project documentation on multiple projects
- Administered bi-weekly meetings to streamline cross-organization collaboration
- Oversaw document control team in transitioning of document control software

#### **Materials Manager-Shaw Power**

*Shaw Power is a full EPC Engineering Firm specializing in Fossil and Nuclear Power. Projects included Duke Power, Xcel and IREA*

- Processed all engineering requisitions using the Marian System
- Entered data that supports project requirements and schedules in the material acquisition cycle as well as supporting construction forecasting
- Successfully completed all jobs by time requested
- Coordinated purchase requisitions and supplier bills of material for field support
- Completed forecasting reports for expediting and receiving of materials in the field

#### **Document Control Specialist – Stanley Consultants**

*Stanley Consultants is an EP Engineering Firm specializing in Fossil Power. Projects included Sierra Nevada Power, Xcel, IREA, and Army Corp of Engineers*

- Helped create, organize and implement document control procedures for multiple projects
- Structured document control procedures for overseas projects in Iraq that helped streamline work to maximize differences in time zones
- Performed task lead responsibilities on major projects including weekly and monthly reporting
- Wrote specification for project controls and procedures
- Certified QA/QC for multiple disciplines
- Maintained project correspondence and data files
- Managed project Archiving and the implementation of Project Wise for document storage



## Confidentiality Agreement

**Date: 1/10/19**

This agreement is between **The MMS Companies** (Vendor), and **Client Name Here** (Client).

The parties agree that for purposes of this agreement, all information provided by the Client to the Vendor will be considered confidential information belonging to **Client Name Here**

The Vendor agrees to limit access to the Client's information to those persons who need access to fulfill their job responsibilities.

The Vendor will not use or disclose Client information for any purpose other than to fulfill the services it has been hired to perform.

The Vendor agrees to protect the Client's information against unauthorized access and anticipated threats. This includes eliminating the Client's information from being accessed via the internet, cloud storage services etc.

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**Signed**

**VP of Operations**

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**Position**

**1/10/19**

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**Date**

**The MMS Companies**

**5953 S Quintero CT**

**Aurora, CO 80016**

MTK1559921E

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**RENEWAL CERTIFICATE \*\*\***

Renewal of Number

**United States Liability Insurance Company**

**1190 Devon Park Drive, Wayne, Pennsylvania 19087**

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

**No. MTK1559921E**

NAMED INSURED AND ADDRESS:

MMS COMPANIES  
5953 SOUTH QUINTERO COURT  
AURORA, CO 80016

POLICY PERIOD: (MO. DAY YR.) From: 08/23/2021 To: 08/23/2022

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Corporation

BUSINESS DESCRIPTION: Technology Professional Package

**IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER MTK1559921D IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.**


	PREMIUM
Businessowners Liability Coverage Part	\$326.00
Businessowners Property Coverage Part	\$104.00
Technology Professional Liability Coverage Part	\$1,269.00
Wholesaler Broker Fee	\$150.00
TOTAL:	\$1,849.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue  
**See Endorsement EOD (1/95)**

Agent: AMERICAN SURPLUS LINES AGENCY (1015)  
P.O. Box 26882  
Overland Park, KS 66225

Issued: 08/25/2021 8:50 AM

Broker: INSUREONE INSURANCE SERVICES AMERICA, LLC

By:   
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

## EXTENSION OF DECLARATIONS

Policy No. MTK1559921E

Effective Date: 08/23/2021

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

## FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
BP 57	10/13	Businessowners Value Plus Endorsement
BP0003	01/10	Businessowners Coverage Form
BP0417	01/10	Employment-Related Practices Exclusion
BP-102	01/15	Exclusion Of War, Military Action And Terrorism
BP-11	01/13	Exclusion-Fiduciary liability and financial Services
BP-134	06/09	Blanket Additional Insured
BP1460	06/10	Colorado Changes - Amendment Of Insured Contract Definition
BP-15	07/04	Business Income And Extra Expense Limit
* BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-152	01/13	Separation of Insureds Clarification Endorsement
* BP1560	02/21	Cyber Incident Exclusion
BP-17	11/08	Hired Auto And Non-Owned Auto Liability
BP-179	10/12	Amendment of Liquor Liability Exclusion
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
* BP-507	04/17	Exclusion - Unmanned Aircraft
BP-54	05/16	Windstorm or Hail Exclusion
BP-7	05/04	Extension Of Coverage - "Bodily Injury" Arising Out Of Professional Services
BP-8	02/09	Limits Of Insurance Under Multiple Coverage Parts
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	04/14	Who Is An Insured Clarification Endorsement
CO Notice	12/18	Important Notice to Policyholder
* Jacket	07/19	Policy Jacket
MTK-263	08/14	Deletion Of Final Acceptance Exclusion
MTK-266	06/15	Privacy Expansion Endorsement
MTK-267	06/15	Media and Intellectual Property Liability Endorsement
* MTK-270	12/20	Sanction Lmitation and Exclusion Clause
* NOTICE UNMANNED AIRCRAFT BP	07/18	Advisory Notice to Policyholders
* Notice-CyberIncidentExcl-BP	01/21	Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder
* TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

**EXTENSION OF DECLARATIONS**

Policy No. MTK1559921E

Effective Date: 08/23/2021

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

**FORMS AND ENDORSEMENTS**

The following forms apply to Technology Professional Liability Coverage Part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
MTK	02/09	Technology Professional Liability Coverage Form
MTK-210	11/07	Retroactive Date Endorsement
MTK-219	11/08	Limited Worldwide Coverage Territory Endorsement
MTK-236	11/07	Independent Contractors Endorsement
MTK-CO	06/08	Colorado State Amendatory Endorsement

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

**BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS**

Policy No. MTK1559921E

Effective Date: 08/23/2021  
12:01 STANDARD TIME**DESCRIPTION OF PREMISES**

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	10228 Progress Lane, Parker, CO 80134 Description: Technology Professional Package Covered Causes of Loss: Special Construction: Frame Special Deductible: None Special Deductible Type:	002	0702
			Protection Class	3
			Square Footage:	
2	1	10164 Southwest 61st Terrace Road, Ocala, FL 34476 Description: Business Personal Property Covered Causes of Loss: Special Excluding Wind And Hail Construction: Unknown Special Deductible: None Special Deductible Type:	006	0702
			Protection Class	0
			Square Footage:	

**COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN**

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Valuation</i>	<i>Premium</i>
1	1	Business Income with Extra Expense	\$50,000	\$0		Included
1	1	Business Personal Property	\$50,000	\$500	RC	\$100
1	1	Value Plus Endorsement	See Value Plus Endorsement	\$500		Included
2	1	Business Income with Extra Expense	\$50,000	\$0		Included
2	1	Business Personal Property	\$1,000	\$500	RC	\$4
2	1	Value Plus Endorsement	See Value Plus Endorsement	\$500		Included

MINIMUM PREMIUM FOR PROPERTY COVERAGE PART: \$0

TOTAL PREMIUM FOR PROPERTY COVERAGE PART: \$104

MP - minimum premium

+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof  
FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No. MTK1559921E

Effective Date: 08/23/2021  
12:01 STANDARD TIME**LIMITS OF INSURANCE**

Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$10,000
Damages To Premises Rented To You (Any One Premises)	\$300,000
Hired and Non-owned Auto Each Occurrence	Included
Hired and Non-owned Auto Aggregate	Included

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE	\$0
----------------------	-----

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	10228 Progress Lane, Parker, CO 80134	002
2	10164 Southwest 61st Terrace Road, Ocala, FL 34476	006

**PREMIUM COMPUTATION**

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Technology Professional Services	41675	6 Per Employee	0.000	44.333	\$0		\$266
1	Blanket Additional Insured	49950	1 Flat	0.000	0.000	Included		Included
1	Non-Owned & Hired Automobile Liability - Errors and Omissions	90099	Flat	0.000	60.000	\$0		\$60
2	Technology Professional Services	41675	6 Flat	0.000	0.000	Included		Included
<b>MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:</b>								<b>\$60</b>
<b>TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:</b>								<b>\$326</b>
MP - minimum premium								

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



## TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

DEFENSE COSTS ARE INCLUDED WITHIN THE LIMITS OF LIABILITY FOR THIS COVERAGE.

No. MTK1559921E

Effective Date: 08/23/2021

12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND ADDRESS

MMS COMPANIES  
5953 SOUTH QUINTERO COURT  
AURORA, CO 80016

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 08/23/2021 To: 08/23/2022

**Technology Professional Liability**

ITEM III. LIMITS OF LIABILITY	\$1,000,000	EACH CLAIM
	\$1,000,000	ANNUAL AGGREGATE
ITEM IV. DEDUCTIBLE:	\$0	EACH CLAIM
ITEM V. PREMIUM:	\$1,269	
ITEM VI. RETROACTIVE DATE:	08/23/2016	

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> United States Liability Insurance Company and Vela Insurance Agency	<b>CONTACT NAME:</b> Rachel Vela <b>PHONE (A/C No. Ext):</b> 720-550-6527 <b>E-MAIL ADDRESS:</b> Rachel.Vela@InsureOne.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  THE MMS COMPANIES 5953 S Quintero Co Aurora, CO 80016	<b>INSURER A :</b> INSUREONE INSURANCE SERVICES AMERICA		
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	MTK1559921E	08/23/2021	08/23/2022	EACH OCCURRENCE	\$ 1,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	MTK1559921E	08/23/2021	08/23/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000.00
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
	Errors and Omissions Coverage		X	MTK1559921E	08/23/2021	08/23/2022	E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							Each Claim - \$1,000,000.00	Annual Aggregate Limit - \$1,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Locations Covered - 10228 Progress Lane, Parker CO 80134

**CERTIFICATE HOLDER****CANCELLATION**

The MMS Companies  5953 S Quintero CT Aurora, CO 80016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rachel Vela - Vela Insurance Broker
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