



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 6th day of July, 2018 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 Mountain States Imaging, LLC 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 Microfiche to Digital Conversion RFP-4506-18-SH

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 solicitation, 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. Solicitation Documents for the Project; **Microfiche to Digital Conversion RFP-4506-18-SH**;
- c. Contractors Response to the Solicitation

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 Work: 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 Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **\$12,580.00 dollars for a maximum of 15,923 microfiche cards. Any additional cards will be billed at \$0.79 per card.** The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council 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.

ARTICLE 5

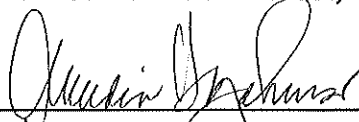
Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.


IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

By: 
Title: Human Resources Director

July 9, 2018
Date

MOUNTAIN STATES IMAGING, LLC

By: 
Title: PRESIDENT + CEO

July 09, 2018
Date



Mountain States Imaging, LLC
7050 South Yosemite Street | Centennial, CO 80112
W: www.msimaging.com
E: rcandela@msimaging.com
T: 720-390-7080

City of Grand Junction

Document Conversion RFP-4506-18-SH

PREPARED FOR:

Susan Hyatt
250 North 5th Street
Grand Junction, CO 81501
(970) 244-1513
susanh@gjcity.org
City of Grand Junction

CONFIDENTIALITY AGREEMENT - NOTICE

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

It is acknowledged by reader that information to be furnished in this proposal is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader may cause serious harm or damage to Mountain States Imaging, LLC and their members. Please return this proposal immediately to Mountain States Imaging, 7050 South Yosemite Street, Centennial, CO 80112.

COVER LETTER

Dear Susan,

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

Mountain States Imaging is dedicated to our clients. We are confident that a partnership with Mountain States Imaging will provide City of Grand Junction with the best possible document conversion services available.

There are a few items that I personally want to point out about Mountain States Imaging that we would love for you to pay extra attention to within this proposal, they would be:

- **32+ Years in business.** There aren't many scanning companies in the US, let alone Colorado, that can claim that length of uninterrupted operations.
- **Multiple government contracts that require MSI to undergo annual inspections and audits; our security is undeniably far-beyond any of our competitors.**
- **We have a passion for scanning! Plain and simple, we love what we do. Everyone at MSI enjoys the document imaging industry – which is why we do it every day!**
- **Extreme Efficiency = Fast Turnaround.** When assessing any project, we see places where MSI can strategize and improve a process resulting in a cleaner, more accurate output.

At MSI we are confident that we can meet and exceed your expectations. We look forward to forming a long term and mutually rewarding partnership between City of Grand Junction and Mountain States Imaging. If you have any questions or concerns, or just need clarification on items within this response, please do not hesitate to call me at (720) 390-7080.

Sincerely,



Ryan Candela – Account Executive
Mountain States Imaging, LLC
7050 South Yosemite Street
Centennial, Colorado 80112
rcandela@msimaging.com
720.390.7080



QUALIFICATIONS

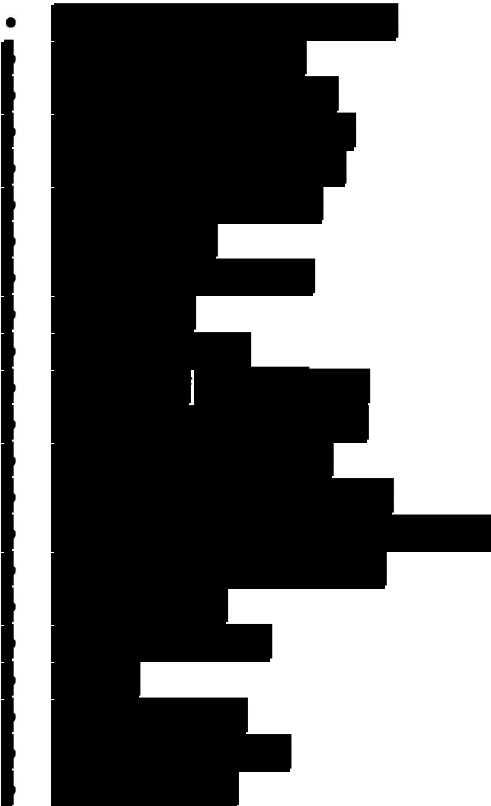


Mountain States Imaging, LLC (“MSI”) is a Colorado Based Limited Liability Company originally founded in 1986. MSI is a proven industry leader, providing premier conversion services for transforming all forms of media into micrographic and digital formats. We provide a broad range of back-file and day-forward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

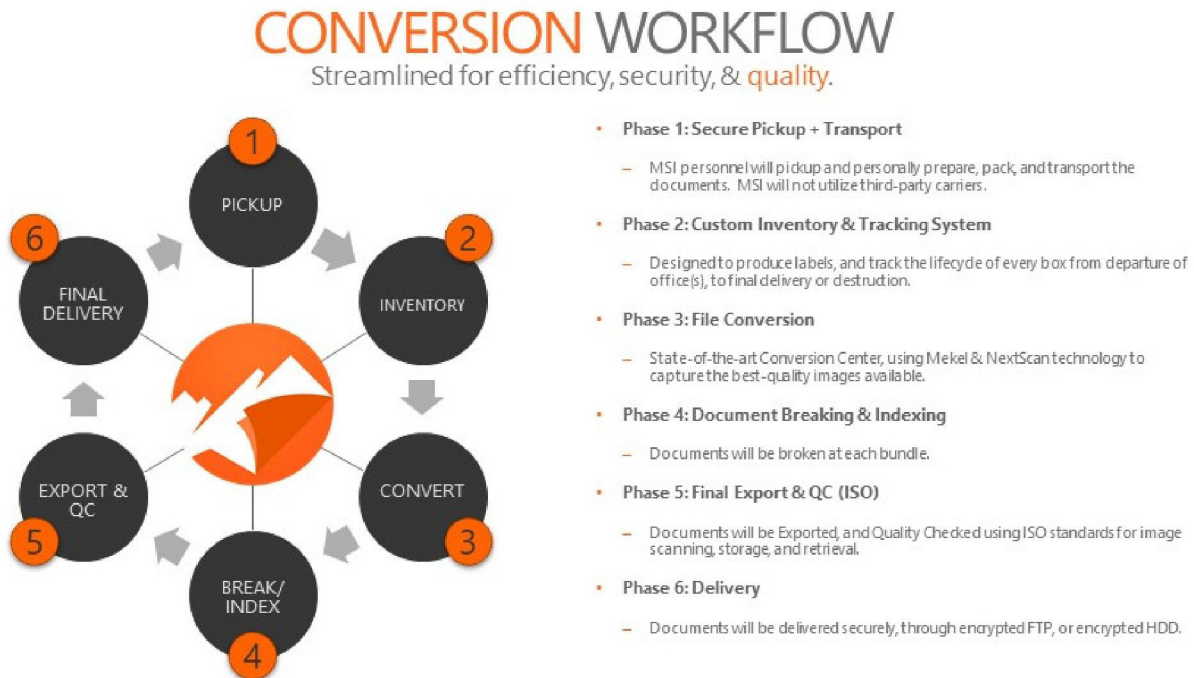
Originally focused in micrographics, MSI has nearly 30 years of experience, and has mastered the ability to convert customer documents and data and has successfully converted millions and millions of documents for their clients. In fact, MSI currently maintains projects for [REDACTED] that have been successfully running for over 10 years. These projects are for government and require security clearance and high-quality standards. To highlight a few, large-scale, conversions:

1. [REDACTED]

Mountain States Imaging’s extensive client list over the years includes some of the following:



STRATEGY & IMPLEMENTATION



Mountain States Imaging will implement a 7-phase process to convert City of Grand Junction’s microfilm. Each phase will be assigned to highly-trained professionals who perform these tasks daily.

Phase 1: Secure Pickup + Transportation

MSI will provide secure, approved transportation of all microfiche between City of Grand Junction offices and our facilities. Secure transportation will include necessary and prudent measures as identified by MSI to protect the documents from unauthorized disclosure. Pricing includes picking up all microfiche to be converted in one pickup by MSI personnel. Fiche will be logged into our inventory system prior to leaving City of Grand Junction facility.

MSI will not utilize third-party for transportation. Fiche will be driven to MSI facility by MSI personnel.

Phase 2: Inventory and Tracking

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

Phase 3: Film Conversion & Initial QA Process (100% Image)

Mountain States Imaging currently houses one of the largest, and most efficient microfilm and microfiche scanning labs in the United States. With this state-of-the-art technology, MSI can scan more rolls than any other conversion bureau in a quick amount of time. The scan process will utilize “ribbon” technology to capture the entire roll in an extremely high-resolution, raw format. Unlike some microfilm scanners that require slow scan times, and manual image manipulation at the time of scanning, MSI’s technique of capturing “ribbon” length with nextScan Microfilm Scanners allow for fast scan times, and the highest amount of proficiency.



Once these ribbons are captured, they are sent to highly-trained film auditors within our facility. The film auditor will adjust the raw images, making their best determination and effort to deliver the best-possible quality image, for every image on the microfilm rolls. Additionally, the film auditor will refine the crop margins, apply de-skewing, and any other adjustments that need to be made to the image.

MSI will provide City of Grand Junction with sample images of both Black and White, and Greyscale. As well as 200DPI vs 300DPI. City of Grand Junction will select resolution and quality settings without affecting price.

All film/fiche will be audited and enhanced, using technology such as de-skew, de-speckle, density change, image brightness change, etc.

MSI will perform a 100% Image by Image QC as part of this process.

This process will include, at a minimum:

1. Straightened skewed and angled images,
2. Detection and removal of black borders,
3. Removal of unwanted lines in type text/forms,
4. Removal of random pixels in images (de-speckling),
5. Removal of shaded backgrounds,
6. Sharpen the edges of type characters (edge enhancements)
7. Detect and resolve film Redox digitally for final production image.

Phase 4: Document Breaking & Indexing

Mountain States Imaging has identified in the requirements that City of Grand Junction is requesting documents to be separated by each bundle of fiche. MSI has converted several projects requiring the same attention and is familiar with the process. Our breaking and indexing staff has extensive experience with post-scan, document identification, and will break out all documents at a reel level, alternatively offering breaks at incident/case break.

MSI employs a multitude of document indexing personnel, very skilled at data entry. These personnel will be assigned to performing the data entry on each project for the following fields:

1. Last Name
2. First Name
3. “Separated”

Mountain States Imaging currently employs approximately 20+ data entry professionals. These professionals are required to pass data entry and typing tests, as well as undergo the background checks/drug test/security trainings as indicated within this RFP.

Phase 5: Final Export + Secondary QA

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

1. 200 or 300 dpi Multi-Page-PDF/A images

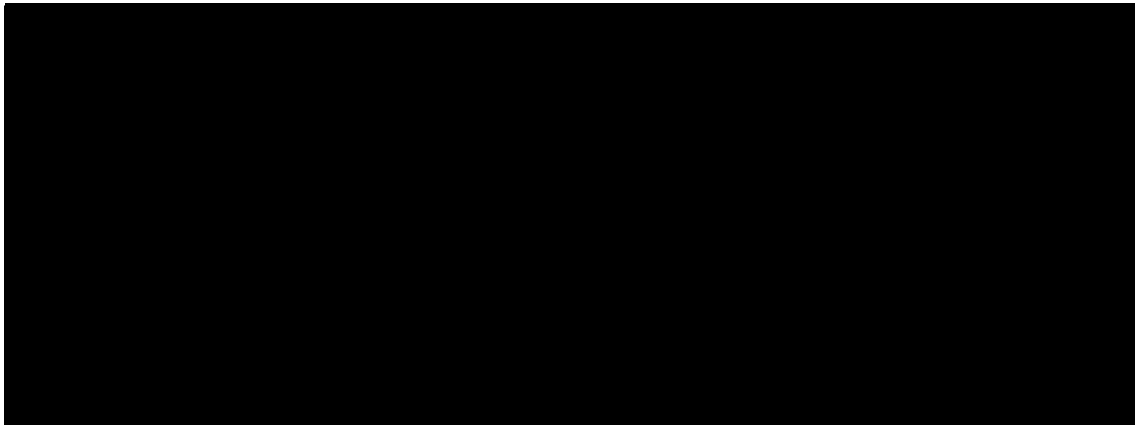
The second half of Phase 6 is secondary Quality Control. Mountain States Imaging believes heavily in complying with International Organization for Standardization ("ISO") standards for image scanning, storage, and retrieval as specified in ISO 32000-1:2008 and ISO 9660:1999. In addition, MSI follows all generally accepted standards for quality control in this industry and will adhere to the specifications set forth in City of Grand Junction's RFP.

While images are QC'd and enhanced 100% during phase 3, any images that do not meet our strict quality standards will be rescanned or reprocessed. MSI will make a good faith effort to obtain the best quality image. If MSI discovers poor digital images or inadequate indexing, MSI will take steps to correct the quality of the images or indexing prior to contacting City of Grand Junction's project manager. If, after such efforts, the scanned image or indexing remains below MSI's stringent standards, MSI will report the problem to City of Grand Junction's project manager following agreed upon reporting procedures and intervals.

Any scanning that does not meet the quality requirements of this Proposal will be rescanned or reconverted at no cost to City of Grand Junction within the warranty period. MSI is only responsible for rescanning defective images and any rescanned files will be provided to City of Grand Junction by FTP, DVD, CD or other method as determined acceptable by City of Grand Junction's project manager.

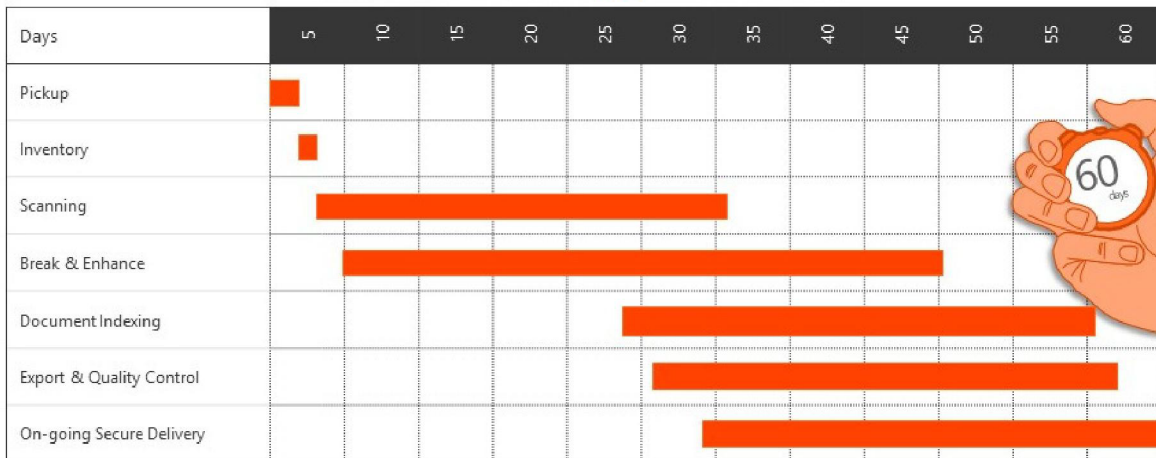
Phase 6: Delivery

Mountain States Imaging will deliver the digital media via Secure FTP, Encrypted HDD, or any method preferred by the Project Manager at City of Grand Junction. All film/fiche may be returned to City of Grand Junction by MSI. If desired, MSI will maintain the film at MSI's ultra-secure, Centennial, CO facility for a period of up to 60-days, complimentary, during which time City of Grand Junction may perform further Quality Control prior to returning the microfilm and large format documents. If desired, MSI will also destroy the original records, only at the authorization and consent of City of Grand Junction.



Timeline

TIMELINE FOR CONVERSION
Streamlined workflow for **fast** turnaround times



[REDACTED]

CONFIDENTIAL – NOT FOR DISTRIBUTION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL – NOT FOR DISTRIBUTION

[Redacted text block]

FEE PROPOSAL

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4506-18-SH Microfiche to Digital Conversion

Offeror must submit entire Form completed, dated and signed.
Only one pricing option is allowed.

Total lump sum cost to provide Microfiche Conversion per specifications: \$ 12,580.00 **dollars.**

WRITTEN: Twelve-thousand, five hundred and eighty and NO/100 **dollars.**

OR: For Maximum of 15,923 Microfiche Cards. Any additional cards will be billed at a rate of \$0.79/ fiche card.

Cost per file to provide Microfiche Conversion per specifications: \$ _____ **dollars.**

WRITTEN: _____ **dollars.**

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

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

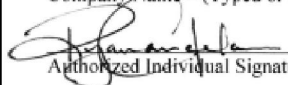
- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is 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 Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. 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 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. Payment Terms NET 30.

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

State number of Addenda received: 2 (2).

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

Date: April 23rd, 2018

<u>Mountain States Imaging, LLC</u> Company Name – (Typed or Printed)	<u>Ryan Candela</u> Authorized Individual – (Typed or Printed)
 Authorized Individual Signature	Account Executive Title
<u>7050 South Yosemite Street</u> Address of Offeror	<u>Centennial, CO 80112</u> City, State, and Zip Code
<u>(720) 390-7080</u> Phone Number	<u>rcandela@msimaging.com</u> E-mail Address of Agent

ADDITIONAL DATA – SECURE CONVERSION FACILITY



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

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

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

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

PERSONNEL SECURITY – BACKGROUND CHECKS

Due to the sensitive nature of information that will be provided to MSI under the contract, all MSI personnel who will have access to sensitive information must be identified ahead of conversion.

MSI maintains strict personnel screening and 85-P security clearances for every employee involved with these conversions.





ADDENDUM NO. 1

DATE: April 13, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Microfiche to Digital Conversion RFP-4506-18-SH

Firms 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, questions and answers:

Clarification #1: PDF/A files shall be searchable PDF/A.

Question #1: "Can companies outside USA apply for this?"

Answer: Yes.

Question #2: "Will we need to come over there for meetings?"

Answer: Please read the solicitation document for this information. You will need to pickup the microfiche as stated in Section 4.3.4. or arrange for shipping as described elsewhere in this document.

Question #3: "Can we perform the tasks (related to RFP) outside USA?"

Answer: You will have to make this determination after reading the solicitation document.

Question #4: "Can we submit the proposals via email?"

Answer: No. Please see the solicitation document for this information.

Question #5: "2.45 Keep Jobs in Colorado Act. Is this correct that 80% of this contract would need to be done in Colorado?"

Answer: Section 2.45 will not apply to this project. The clause is for public works projects over \$500,000. Public works projects are defined in Section 2.45.1.

Question #6: "Does the work have to be done within the State of Colorado?"

Answer: No. The actual conversion from microfiche to digital can be done anywhere. However, the awarded firm will need to pick up the microfiche files and/or arrange for shipping as noted in Section 4.3.4. Please see Questions 23, 25 and 26 for more clarification.

Question #7: "What kind of delivery media is preferred? CD, DVD, HD, FTP, SFTP?"

Answer: The City is asking Proposers to make a recommendation. Please see Question 57.

Question #8: “Are there any post scan QC requirements: Target delete, auto or manual crop, page rotation, manual clean up?”

Answer: There could be. Please see Sections 4.3.1 and 4.3.2.

Question #9: “Resolution: Black and White % Grayscale %?”

Answer: The City is expecting the awarded contractor to know what resolution will work best, but research shows grayscale may be best.

Question #10: “Fiche Type: Silver, Diazo?”

Answer: Fiche type is Silver.

Question #11: “Fiche Size: 16mm, 35mm?”

Answer: Size is 35mm.

Question #12: “Reduction Ratio: 24:1, 42:1, 48:1?”

Answer: Reduction Ratio is likely 42:1 or 48:1.

Question #13: “Fiche Preparation: Cut and Re-Jacket?”

Answer: The City is expecting the awarded contractor to determine the best preparation method. Not knowing the process, please explain in your proposal how fiche preparation is done.

Question #14: “Will there be any on demand requests?”

Answer: None are expected, but there could be some. Please see Question 24 for more clarification.

Question #15: “When converting microfiche cards each one must be handled and scanned separately so it is important that we understand a close estimate of how many you have. To find how many estimated microfiche cards there are you just measure 3 inches and pull those 3 inches and count how many microfiche cards are in those 3 inches. Then divide by 3 to get an average inch count. Then measure your total inch count and take your total inches by your average inch count for your total estimated microfiche cards. How many estimated microfiche cards to you have?”

Answer: Following this process there is an estimated 15,923 cards. With this, some rows of cards are more compact than others.

Question #16: “When you say 7,056 files we assume you mean 7,056 bundles of microfiche cards and not 7,056 microfiche cards correct?”

Answer: Correct.

Question #17: “If we are not allowed to charge by microfiche card and must bid on a file (bundles of fiche) or a total for the project there are unknowns for the vendor and the vendor will need to charge more in order to cover for the unknowns. Will you allow us to charge by microfiche card to keep cost down for the City?”

Answer: Yes, this would be allowed. Please see [Attachment A](#) for a REVISED Response Form with this option included.

Question #18: “How many microfiche cards on average are in each bundle?”

Answer: Most have only one. However, enough have 10+ so the average is probably three or so.

Question #19: "What type of microfiche do you have? Jackets (typically cards where 16mm or 35mm strips of film of original documents are slipped into sleeves/rows with 1 to 70 images a card?)

Answer: This sounds correct.

Question #20: "What type of microfiche do you have? Copy of a Jacket?"

Answer: Type of microfiche is Jacket with up to 70 images per card.

Question #21: "What type of microfiche do you have? Computer generated (typically 1 to 208 images a card that was not created from original pieces of paper but looks like computer output on the fiche?)"

Answer: Type of microfiche is Jacket with up to 70 images per card. Images appear to have been created from paper files.

Question #22: "What type of microfiche do you have? Step and repeat (Did originate from source paper documents and can have upwards of 200 images a card?)"

Answer: Please see Question 21.

Question #23: "When you say "Services include pick up of microfiche, shipping to service facility, inspection of microfiche and repairs if needed." Are you willing to ship your fiche to the vendor via FedEx?"

Answer: Yes, if the awarded vendor makes the arrangements through Fed Ex. Shipping has to be secure, guaranteed, trackable, etc. and the cost must be part of the proposed price. Please see Question 25 and 87 for more clarification.

Question #24: "While a project has begun sometimes there are document request while the vendor has your microfiche. On average how many record requests do you fulfil at this time on a daily or weekly basis?"

Answer: A rough estimate would be one per month, maybe less. Requests do sometimes come in spurts where there are none for six months, then six in one month.

Question #25: "When you say "Contractor shall maintain safety and confidentiality, guaranteeing security of all records from time of pick up to time of delivery." Do you require the vendor to personally pick up and deliver the microfiche?"

Answer: Ideally, it would be preferable for the awarded contractor to come pick up the microfiche. But if that is not feasible, the awarded contractor can make arrangements for the microfiche to be picked up as described in Question 23 above. Please see Question 87 for more clarification.

Question #26: "When you say "Services include pick up of microfiche, shipping to service facility, inspection of Microfiche and repairs if needed." Will the city package the microfiche to be shipped or do you require this of the vendor?"

Answer: Yes, the City can package the microfiche if the vendor makes shipping arrangements. Please see Questions 23, 25 and 87 for more clarification.

Question #27: Is there more than one employee on one microfiche?"

Answer: No. Each jacket only contains images of documents regarding the same individual.

Question #28: “If there is more than one employee on one microfiche do you require the vendor to break the one microfiche into separate files/employees?”

Answer: N/A. See Question 27.

Question #29: “If there is more than one employee per microfiche do you have an average of how many employees are there per microfiche?”

Answer: N/A. See Question 27.

Question #30: “If there is more than one employee per microfiche do you have an average of how many images per employee?”

Answer: N/A. See Question 27.

Question #31: “What is the average image count per microfiche?”

Answer: Average is around 60, but ranges from 62-64 as stated in Section 4.1 of the RFP document.

Question #32: “Is there more than one employee per bundle/staple/rubber band/paper clip?”

Answer: No.

Question #33: “When you say “Contractor shall provide an access system (i.e., index system) or method to easily search files by last name.” Are you asking for a new software application system that includes a data base and image viewer as opposed to what is available in the standard windows system?”

Answer: The City is asking for a Table of Contents or Index so PDF/A files can be easily searched.

Question #34: “When you say “Contractor shall provide an access system (i.e., index system) or method to easily search files by last name.” Do you already have a data base you want these imported in?”

Answer: No.

Question #35: “When you say “Contractor shall provide an access system (i.e., index system) or method to easily search files by last name.” If you do already have a database will the city import these files into it?”

Answer: See Question 34.

Question #36: “When you say “Contractor shall provide an access system (i.e., index system) or method to easily search files by last name.” If you do already have a data base are you just asking for us to provide a text file to go along with the image files?”

Answer: There is no existing data base. The City needs an index or Table of Contents with a list of names of each individual file converted.

Question #37: “Contractor is asked to recommend a long term storage solution for the resulting files with all associated costs.” Are you asking for a new software application system that includes a data base and image viewer as opposed to what is available in the standard windows system?”

Answer: The City is not asking for a new software system. Please see Questions 7 and 57.

Question #38: “Contractor is asked to recommend a long term storage solution for the resulting files with all associated costs.” You’re referring to the digital images correct?”

Answer: Yes. Please see Question 57.

Question #39: “As this is a very small project can vendor pick up all microfiche at the same time?”

Answer: Yes, that is acceptable.

Question #40: ““Contractor shall provide a secure method to provide sample images for the Project Manager to review and accept images as work progresses.” Will shipping to the city in an encrypted hard drive be ok as a deliverable?”

Answer: Yes, that will be acceptable.

Question #41: ““Contractor shall provide a secure method to provide sample images for the Project Manager to review and accept images as work progresses.” We will provide a production sample at the very beginning for the city to review and approve of prior to starting the project. Once this has been done will the city allow just one deliverable at the completion of the project as this is a small project?”

Answer: This sounds acceptable, but circumstances could change based on requests for fiche information. It is unlikely, but a possibility. Please see Question 24 for more clarification.

Question #42: “Contractor shall provide a secure method to provide sample images for the Project Manager to review and accept images as work progresses.” Can this be in the form of a password protected link in an email?”

Answer: Yes, this is acceptable if awarded contractor can confirm complete confidentiality shall be maintained.

Question #43: “What is the physical size of the cards?”

Answer: Cards measure 4x6 inches.

Question #44: “Are your images all negative or all positive per card or mixed?”

Answer: It appears as if they are all negative. However, there is a possibility they are mixed.

Question #45: “Will we ever be required to look at images to collect indexing information?”

Answer: Not knowing the contractor’s process, it is difficult to respond to this question.

Question #46: “It is our experience that it is helpful for all the vendors to have a quick round of clarifying question after these have been answered. Will you allow that?”

Answer: Time is limited. Clarifications can be submitted within a limited window of 8:00 A.M. to 2:00 P.M. on Monday, April 16.

Question #47: “Is it possible to obtain samples of your bad fiche, those that you feel will require extensive image manipulation to obtain acceptable readable image, so we can scan them and you can review the quantity of our work?”

Answer: The City does not expect there to be any bad fiche. However, there is always a possibility one exists. In the rare event that happens, the awarded contractor would then have to manipulate the image to get a clear result.

Question #48: “Is FedEx an acceptable shipping method for production?”

Answer: Yes, as long as the method is secure, guaranteed, trackable, etc. The awarded contractor will be responsible for making shipping arrangements. Please see Questions 23, 25 and 87 for more clarification.

Question #49: "Have rubber bands deteriorated and stuck on any actual microfiche film?"

Answer: There could be some deteriorated rubber bands, but they would not be stuck to any microfiche film. All fiche jackets are in paper sleeves, so the rubber bands could possibly be stuck to the paper.

Question #50: "Section 4.3.8 Contractor to provide easy access system: How often will these employee files need to be accessed? Weekly, month ...etc or more for archive purposes?"

Answer: Please see Question 24.

Question #51: "Would you kindly let us know the estimated number of microfiche and average number of images per microfiche."

Answer: Please see Section 4.1 of the RFP document. The estimate is approximately 450,000 images. Question 15 may provide more clarification, as well.

Question #52: "Can we assume each microfiche card represents a single employee file and that some employees may have more than one fiche card."

Answer: Yes.

Question #53: "Are there instances where there are 2 or more employee files on a single card?"

Answer: No, each jacket only contains images regarding the same individual.

Question #54: "Are the microfiche cards originals or duplicate copies?"

Answer: As far as the City is aware, they are originals.

Question #55: "Are the images on the fiche all the same orientation? Portrait or Landscape?"

Answer: No, it appears the images are both landscape and portrait orientation.

Question #56: "Section 4.3.1 indicates that extensive image manipulation may be required. What is the general overall condition of the fiche images? Are there any signs of deterioration, vinegar syndrome, cracking, etc.?"

Answer: There is no visible deterioration the City has seen. Please see Question 47.

Question #57: "Regarding Section 4.3.8. Will a DVD or portable HD with the files sorted alphabetically satisfy this requirement?"

Answer: The City really has no preference. The expectation is that the awarded vendor will know the best means to supply the end product. Alphabetically sorted files is quite satisfactory.

Question #58: "How many microfiche will be released at one time to the vendor?"

Answer: See Question 39.

Question #59: "How often will the microfiche be released to the vendor?"

Answer: See Question 39.

Question #60: "Will the Vendor be responsible for packing the microfiche for transport to the vendor facility for scanning?"

Answer: That is the preference. Please see Question 25 and 87.

Question #61: "What is the maximum number of microfiche that will be released at one time?"

Answer: See Question 39.

Question #62: "What is the minimum number of microfiche that will be release at one time?"

Answer: See Question 39.

Question #63: "Can all the microfiche be picked up at one time?"

Answer: See Question 39.

Question #64: "What location(s) will the vendor need to pick up from and deliver to? Is it one location or more than one location?"

Answer: The location is Grand Junction City Hall, 250 North 5th Street, Grand Junction, CO 81501. Section 4.1 of the RFP document describes the one cabinet where files are stored.

Question #65: "Will the vendor need to come and pick up the items, or is the City willing to ship to the vendor?"

Answer: See Question 25, 60 and 87.

Question #66: "Is this the first time the City is requesting these services? If not can the current contract be provided?"

Answer: This is the first time these services have been requested.

Question #67: "Can a sample be provided or photos?"

Answer: Due to the confidential nature of the fiche, no samples or photos will be provided.

Question #68: "The agency has stated 7056 files holding 62-64 images per file but there is no indication as to how many fiche are present in the collection. The number of fiche can significantly impact the rate of production. Can the agency estimate the total number of fiche or perhaps measure one inch of fiche and provide the average number of fiche per file? An image count for that inch of fiche would also be helpful."

Answer: Please see Question 15.

Question #69: "What methods of shipping are acceptable? Fedex in a locked container? Employee transport in a company managed vehicle?"

Answer: Shipping is acceptable if the awarded contractor makes the arrangements with the shipping company. A locked container or employee transport are both acceptable. Please see Question 25 and 87 for more clarification.

Question #70: "Is onsite or near site scanning an option?"

Answer: Yes, if the awarded contractor has the means.

Question #71: "Can the agency consider applying weights or points to the evaluation criteria, most importantly the cost compared to the other criteria so that vendors can understand if the agency is looking for the best solution at ANY cost, the least expensive solution or some balance?"

Answer: The City is looking for a reasonable solution that is cost effective and within budget. The least expensive solution may not be the best option, which is why an RFP process was chosen over IFB (Invitation for Bids). While cost is important, finding the *best* solution is paramount so HR Employees are able to use the end product in an efficient manner and are able to locate individual files as needed as quickly as possible. Budget will not be provided at this time.

Question #72: “In order for the agency to make a value assessment, can vendors offer more than one solution for the agency to consider without being negatively evaluated for doing so?”

Answer: Yes. Label your responses as “Original Response”, “Alternate 1”, “Alternate 2”, etc. Please be conservative in the number of alternates you submit. For instance, a couple alternates would be acceptable, but ten or twelve is not. Each separate response will need to be a separate PDF document. Meaning, one PDF document, as noted in Section 1.5 and 5 of the original RFP, cannot contain an original and all alternate proposals.

Question #73: “Section 4.3.4 only lists outbound shipping, are the fiche to be destroyed at some point or must vendors also account for return shipping or storage of the fiche?”

Answer: The fiche will need to be returned to the City.

Question #74: “4.3.8 is the agency looking for a secure hosted portal or a desktop solution or can vendors respond with a few options for the agency to consider?”

Answer: This section is referring to an index system similar to a Table of Contents or other means to quickly identify the records. A hosted portal or desktop solution would both be acceptable. Offering different options for consideration is acceptable.

Question #75: “4.3.14 is this requirement limited to rescanning only to create a legible image if the original is legible? In other words we are not required to rescan if the image matches the fiche, correct?”

Answer: Yes. However, if a fiche image can be improved, it would be appreciated.

Question #76: “Is Deskew to within 2 degrees and acceptable limit?”

Answer: Yes, that sounds reasonable.

Question #77: “If the agency is unsure how to answer a question or the addendum creates a new requirement or contradicts the SOW, will vendors have an opportunity to ask for clarification for critical items?”

Answer: See Question 46.

Question #78: “Can you provide a detailed description of the issues that would require extensive image manipulation?”

Answer: Please see Question 47 and 56.

Question #79: “What percentage of “screw” is acceptable?”

Answer: Please see Quote 76.

Question #80: “Are title scans required, and should be delivered as the first image of each file?”

Answer: No, title scans are not required. The searchable PDF/A document needs to be titled, but the title is not a scan.

Question #81: “Is the index information always found in the header?”

Answer: Yes.

Question #82: “Are the files required to be reassembled or just put back in order as received – Rubber banded, paper clipped, etc.?”

Answer: Reassembled is preferred. The City may consider allowing them to just be put back in order as received.

Question #83: “4.3.8 asks contractor to provide an access system – Is an adobe searchable catalog adequate?”

Answer: Yes, that sounds acceptable. Please see Questions 33 and 74 for more clarification.

Question #84: “Is there any cropping required?”

Answer: Not knowing the contractor’s process, it is difficult to answer this question. There may be some cropping necessary.

Question #85: “4.3.1 Would you describe what is meant by “extensive image manipulation” and how it is measured?”

Answer: Please see Question 47 and 56.

Question #86: “Would you provide pictures or examples of the desired outcome in terms of image manipulation?”

Answer: No pictures are available. The desired outcome is an image that appears to be a sheet of paper with black type or text.

Question #87: “Is the microfiche master or duplicate?”

Answer: It is a master, and the only fiche in existence with that content. This is the reason the City is so concerned about handling of the fiche and shipping has to be extremely vigilant and accurate so no information is lost or misplaced.

Question #88: “4.3.3 Do you need bitonal or grayscale images?”

Answer: After researching the difference, it appears as if grayscale may be the best option; but the City is open to suggestions in proposals received from vendors.

Question #89: “4.3.4 Is vendor expected to come to client site to pick up the materials, or will you ship to a vendor?”

Answer: Please see Questions 23, 25, 26, 60 and 65.

Question #90: “4.3.5 Is the employee name always found in the fiche header?”

Answer: Yes.

Question #91: “4.3.5 Are multiple files contained on one fiche?”

Answer: Please see Questions 27 and 53.

Question #92: “4.3.8 Will you accept a searchable catalog in addition to multipage searchable PDF files?”

Answer: Please see Question 83.

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

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt
City of Grand Junction, Colorado

ATTACHMENT A

SECTION 7.0: REVISED SOLICITATION RESPONSE FORM RFP-4506-18-SH Microfiche to Digital Conversion

*Offeror must submit entire Form completed, dated and signed.
Only one pricing option is allowed.*

Total lump sum cost to provide Microfiche Conversion per specifications: \$ _____ dollars.

WRITTEN: _____ dollars.

OR:

Cost per file per specifications: \$ _____ dollars.

WRITTEN: _____ dollars.

OR:

Cost per Microfiche card per specifications: \$ _____ dollars.

WRITTEN: _____ dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

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

- Prices in this 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 proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is 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 Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. 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. Payment Terms _____.

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

State number of Addenda received: _____.

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

Date: _____

Company Name – (Typed or Printed)

Authorized Individual – (Typed or Printed)

Authorized Individual Signature

Title

Address of Offeror

City, State, and Zip Code

Phone Number

E-mail Address of Agent



**Request for Proposal
RFP-4506-18-SH**

MICROFICHE TO DIGITAL CONVERSION

RESPONSES DUE:

April 24, 2018 prior to 2:30 P.M.

Accepting Electronic Responses Only
**Responses Are Submitted Through the Rocky Mountain E-
Purchasing System**

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).

PURCHASING REPRESENTATIVE:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the Grand Junction Human Resources Division. All contact regarding this RFP is directed to:
- RFP Questions:**
Susan Hyatt
susanh@gjcity.org
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide conversion of microfiche images to digital storage.
- 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 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website at <https://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 proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)** For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (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)
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications 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, Offeror 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. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled **“Confidential Material”**. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor 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 any one, 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 Owner are, and shall remain, Owner 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.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor 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 Contractor 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 Contractor 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.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor 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. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.6. Protection of Persons & Property:** The Contractor 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. He 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 Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, 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.
- 2.7. 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. 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 Contractor 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.
- 2.8. 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.

- 2.9. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover 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.
- 2.10. 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 Purchasing Division.
- 2.11. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals 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.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.16. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.17. 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 at least thirty days past notification.
- 2.18. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.18.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship

status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.18.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.18.3. 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.

2.19. 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).

2.20. Ethics: The Offeror 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.

2.21. Failure to Deliver: In the event of failure of the Offeror 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 Offeror 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.

2.22. 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.

2.23. Force Majeure: The Offeror 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 Offeror, unless otherwise specified in the contract.

2.24. Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, 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 Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.25. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm 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 Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.26. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.28. 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.
- 2.29. Patents/Copyrights:** The Offeror 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 Offeror 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 RFP.
- 2.30. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.31. Venue:** Any agreement as a result of responding to this RFP 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.
- 2.32. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.33. 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.
- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.35. Collusion Clause:** Each Offeror by submitting a proposal 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 proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.36. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. OSHA Standards:** All Offerors agree and warrant that 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.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. 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 Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our 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 Owner 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.

2.43. Definitions:

- 2.43.1.** “Consultant” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.43.2.** “Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner’s RFP.
- 2.43.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.43.4.** “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 Contractor 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 Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor 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 insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor 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 Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.43.5.** “Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor 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. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.43.6.** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.44. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with a Owner employee or elected

official, the proposer 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 Owner.

2.45. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.45.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: 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 Subcontractor 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 insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(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 and 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 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 contractor 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. 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 Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** Old personnel files are stored on microfiche by the Grand Junction Human Resources (GJHR) Division. There are approximately 450,000 images. This estimation has been obtained based on one file cabinet measuring 46”H x 15”W x 18”D. There are approximately 7,056 different files holding 62-64 images per file.
- 4.2. Special Conditions/Provisions:** Following are minimum contractor requirements.
- 4.2.1.** Chain of custody needs to be outlined with security and confidentiality guaranteed.
 - 4.2.2.** All personnel assigned to this project shall be listed individually by the Contractor and shall undergo background checks.
 - 4.2.3.** No subcontracting shall be permitted without prior approval of the Owner.
 - 4.2.4.** Contractor shall demonstrate the ability to safely ship, store and complete conversion off site while maintaining confidentiality of records. All steps shall be guaranteed and confidential.
- 4.3. Specifications/Scope of Services:** Project requirements are as follows.
- 4.3.1.** Images may require extensive image manipulation to obtain an acceptable readable image.
 - 4.3.2.** Skewed images will need to be straightened on final media.
 - 4.3.3.** Image scanning shall result in an electronic image of at least 200 dpi stored in PDF/A format.
 - 4.3.4.** Services include pick up of microfiche, shipping to service facility, inspection of microfiche and repairs if needed.
 - 4.3.5.** The resulting PDF/A images shall be stored in files that are separated by Employee Name. The file name shall be the LAST NAME, FIRST NAME, “SEPARATED”. Note: all employees contained on microfiche are separated.
 - 4.3.6.** Images shall be converted in the same order as they appear in microfiche and omit none.
 - 4.3.7.** Microfiche files are bundled; either by paper sleeve, or by rubber band, or by paperclip. Each bundle shall be one file.
 - 4.3.8.** Contractor shall provide an access system (i.e., index system) or method to easily search files by last name.
 - 4.3.9.** Contractor shall maintain safety and confidentiality, guaranteeing security of all records from time of pick up to time of delivery.
 - 4.3.10.** Contractor shall maintain a list of employees authorized to access the microfiche and provide list to GJHR.
 - 4.3.11.** Contractor shall certify that the data processed during the performance of this contract has been completely purged from all data storage components used in the facility, and no output shall be retained by the contractor upon completion of the project.
 - 4.3.12.** Contractor shall provide a quality assurance plan with standards and measures that ensure images are the best they can possibly be.
 - 4.3.13.** Contractor shall provide a secure method to provide sample images for the Project Manager to review and accept images as work progresses.

- 4.3.14. If scanned images do not meet the quality requirement of the Project Manager, Contractor shall re-scan failed images at no cost to GJHR.
- 4.3.15. Contractor is asked to recommend a long term storage solution for the resulting files with all associated costs.

4.4. Authority and Duties of Project Manager: The Project Manager, employed by the City of Grand Junction, shall be authorized to inspect work done and material furnished. Such inspection may extend to any part of the work and to the preparation, fabrication, or manufacture of materials to be used. The Project Manager is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the contract documents. The Project Manager shall have the authority to reject materials or suspend the work not conforming to the specifications and scope of work until any questions at issue can be mutually resolved. The Project Manager will be identified upon contact execution.

4.5. Testing of Random Samples: A representative sample of items delivered by the Contractor may be randomly selected and tested for compliance with specifications contained herein. If the delivered files do not conform to these specifications, GJHR shall either require replacement within a reasonable period of time or cancel the contract for cause.

4.6. RFP Tentative Time Schedule:

- | | |
|--|-----------------------------|
| • Request for Proposal available | on or about March 23, 2018 |
| • Inquiry deadline, no questions after this date | April 11, 2018 at noon |
| • Addendum issued (if needed) | April 13, 2018 |
| • Submittal deadline for proposals | April 24, 2018 at 2:30 P.M. |
| • Owner evaluation of proposals | April 25 – May 1, 2018 |
| • Final selection | May 3, 2018 |
| • Contract execution | May 7, 2018 |
| • Work shall be completed on or before | November 30, 2018 |

4.7. Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

4.8. Contract: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3), one (1) year contract periods, contingent upon appropriation by the City Council and satisfaction of both parties.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website at <https://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 proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (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**).

For proper comparison and evaluation, the Owner requests that proposals be formatted **A** to **F**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with Owner’s Project Manager and shall identify individual(s) who will be authorized to work on this project. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your firm’s interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Proposals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- Strategy & Implementation Plan
- Proposed Quality plan
- Proposed indexing/access system
- Proposed storage solution
- References
- Fees

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4506-18-SH Microfiche to Digital Conversion

Offeror must submit entire Form completed, dated and signed.
Only one pricing option is allowed.

Total lump sum cost to provide Microfiche Conversion per specifications: \$ _____ dollars.

WRITTEN: _____ dollars.

OR:

Cost per file to provide Microfiche Conversion per specifications: \$ _____ dollars.

WRITTEN: _____ dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

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

- Prices in this 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 proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is 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 Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. 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. Payment Terms _____.

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

State number of Addenda received: _____.

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

Date: _____

Company Name – (Typed or Printed)

Authorized Individual – (Typed or Printed)

Authorized Individual Signature

Title

Address of Offeror

City, State, and Zip Code

Phone Number

E-mail Address of Agent



FINAL CLARIFICATION

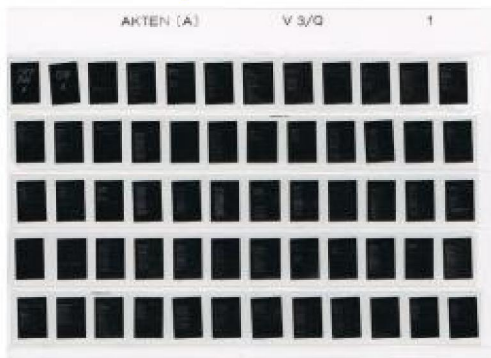
DATE: April 16, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Microfiche to Digital Conversion RFP-4506-18-SH

The following questions were received between the hours of 8:00 A.M. to 2:00 P.M., the window allowed for final clarifications. Questions and Responses are below.

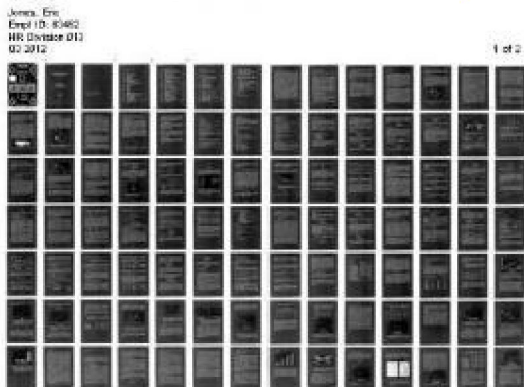
NO OTHER QUESTIONS WILL BE ACCEPTED.

Fiche Jacket Description – In order to clarify the type of fiche you have, our experience has been that fiche images/frames 35mm in size (answer #11) could not total more than 6-9 frames per fiche so with an average of 70 per card, are the images 16mm? **Yes, it is likely the images are 16mm.**

Do your fiche resemble #1 below (jacket fiche with strips of 16mm film inserted into 5 channels)? **Yes, the images resemble this picture.**



Do your fiche resemble # 2 below (step and repeat fiche-one piece of film, no individual strips inserted into jacket channels)? **No, images do not resemble this picture.**



If you have 15,923 cards (answer #15) with an average of 70 images, your estimated image total would be 1,114,610. Is this correct? **Not necessarily. Using the method provided by the asking vendor, the answer was 15,923 cards. It is unknown if there is an average of 70 images per card.**

How many images (pages) are on each row and how many rows are on each fiche? (the above sample image 2 is 14 images/pages per row with 7 rows). **There are anywhere from 12 to 16 images per row. Each card pulled has 5 rows. NOTE: There could be cards in the file that vary from this description as it is not possible to pull each file for review.**

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

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt
City of Grand Junction, Colorado



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2018

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Landmark Insurance Group, LLC 6501 E. Belleview Ave. Suite 280 Englewood CO 80111		CONTACT NAME: Annette Bossert PHONE (A/C, No, Ext): (720) 403-9450 E-MAIL ADDRESS: abossert@landmarkinsgroup.com		FAX (A/C, No): (720) 403-9451	
INSURED Mountain States Imaging LLC 7050 S. Yosemite Street Centennial CO 80112		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Tri-State Insurance Company of Minnesota		NAIC #	
		INSURER B: Pinnacol Assurance			
		INSURER C: Axis Insurance Company			
		INSURER D: Union Insurance Company			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1851004744 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV3136260-22	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 150,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPA3136362-22	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPA3136362-22	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4152463	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			MCN000206321701	01/01/2018	01/01/2019	Per Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an Additional Insured as respects the General Liability when required by contract or agreement with the insured.

CERTIFICATE HOLDER**CANCELLATION**City of Grand Junction Purchasing Division
250 North 5th Street

Grand Junction

CO 81501

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

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