

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of June, 2023, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as "City," and **MIS: Information Management Solutions**, 8591 Prairie Trail Dr., Suite C300, Englewood, CO 80112, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to utilize the Contractor to furnish independent services to digitize its microfiche records into archival PDFs (PDF/A).

WHEREAS, Contractor has represented to the City that Contractor has the necessary expertise to furnish said services and has available to Contractor the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Purpose:** City desires to have Contractor perform services referenced in the attached Statement of Work, Exhibit A.
2. **Effective Date:** This Agreement is effective upon the date of its execution by both parties. This is a limited agreement that terminates upon completion of the project, estimated in the Statement of Work, Exhibit A.
3. **Scope of Work:**
 - a. Contractor will perform the work and provide the services in accordance with the requirements of the Statement of Work attached here to as Exhibit A.
4. **Payment:**
 - a. City agrees to pay Contractor for services outlined in the estimates outlined in page 5 of the attached Statement of Work, Exhibit A, provided by the contractor in an amount not to exceed \$92,700.00. Payment for work beyond that described in the attached Statement of Work is expressly denied without prior written authorization from City. Such authorization must include signature of the Mayor.
 - b. Contractor shall submit monthly statements for services rendered. City shall pay Contractor within 30 days of receipt of an itemized invoice for the services rendered or shall notify Contractor of any dispute by City concerning the performance of any services and the basis therefore and shall pay Contractor

within thirty days for the services not in dispute. If any items are disputed by City, Contractor and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Contractor of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

5. Independent Contractor Status: The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Employers' Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Errors and Omissions Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service: Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.

8. Compliance with Laws: Consultant agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations.

9. Nondiscrimination and Affirmative Action: Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource

actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring, and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees, and applicants.

10. Default and Termination: If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

11. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified, or altered except by written amendment signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at

the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. Liaison: designated liaison with Contractor is Aaron Bowman, and Contractor's designated liaison with City is Missy Kern.

14. Previous Agreements: This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:

MAYOR:

Steve Lin
MIS

Jordan Hess
City of Missoula, Montana

ATTEST:

APPROVED AS TO FORM:

Marty Rehbein, City Clerk

Jim Nugent, City Attorney

(S E A L)

EXHIBIT A



INFORMATION
MANAGEMENT
SOLUTIONS

8591 Prarie Trail Dr, Suite C300
Englewood ,CO 80112
www.msimaging.com
888-750-SCAN (7226)

City of Missoula Statement of Work

PREPARED FOR:
Kirsten Hands
City of Missoula
435 Ryman St.
Missoula, MT 59802
(406) 552-6624
handsk@ci.missoula.mt.us

PREPARED BY:
Steve Lin
General Manager
713-705-0806

Confidentiality Agreement - Notice to Recipients

This proposal contains proprietary and confidential information owned by MSI. 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 to protect MSI'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 MSI without the express written consent of MSI. 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 MSI in this proposal is confidential; therefore, reader agrees not to disclose it without the express written permission of MSI.

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 MSI and their members. Please return this proposal immediately to 8591 Prarie Trail Dr, Suite C300, Englewood , CO, 80112

6/6/2023

Kirsten Hands
City of Missoula
435 Ryman St.
Missoula, MT 59802
(406) 552-6624
handsk@ci.missoula.mt.us

Dear Kirsten Hands,

Thank you for the opportunity to evaluate City of Missoula document conversion needs. MSI fully understands the requirements and the scope of work requested and has outlined details within this response.

Why choose MSI:

1. **Over 35 years of experience has taught MSI that we need to be flexible as a company. We're extremely flexible. Document conversion solutions don't fit into a single box. They aren't sold on a shelf. We work together on price, process, and timelines to ensure a top-quality product that will exceed your expectations.**
2. **We're happy to become your *Partner*. Service bureaus have a reputation of being nothing more than a vendor, but at MSI, we want to be a partner. We want an open line of communication to coincide with our flexibility.**
3. **We utilize best of breed, state-of-the-art hardware, scanners, and software. We also hire highly dedicated personnel. Combine those two elements and we're able to offer an amazingly efficient, high-quality service to our partners.**

MSI is a full-service document conversion service bureau with offices located in Centennial, Colorado and Diamond Bar, California. MSI has been in business since 1986 and has successfully completed thousands of large back file conversion projects for our clients throughout North America. MSI understands that City of Missoula is looking for a partner to perform a conversion of one-of-a-kind documents to digital format for City of Missoula's document collection.

At MSI, we are confident that we will not only meet, but exceed your expectations. We look forward to forming a long term and mutually rewarding partnership between ABC Company and MSI. If you have any questions or concerns, or just need clarification on items within this response, please do not hesitate to call me.

Sincerely,

Steve Lin

Steve Lin - General Manager
steve.lin@concentrus.com

713-705-0806

MSI: Information Management Solutions | Business Confidential



Statement of Work

Description of Work to Be Performed (Services)

MSI will provide fully trained and qualified document imaging personnel that will disassemble the documents provided by City of Missoula, scan the records, and then hold the records at the secure MSI facility at no charge for up to 90 days. See terms and agreements for alternative file handling options. MSI will QC the scanned images and associate the appropriate metadata with the scanned image (as defined by this SOW). The QC process will include page verification and the image has been scanned to the best available quality of the original document. Defective images and invalid metadata found during quality control, if any, will be corrected by MSI.

1. Client Contact Information:

Kirsten Hands	City of Missoula
(406) 552-6624	435 Ryman St.
handsk@ci.missoula.mt.us	Missoula, MT 59802

2. Vital Statistics - Total Approximate Microfiche – Estimated Total 90,000 (5-Channel) Jackets of Microfiche

2.1. 16mm 5-Channel Jackets: Estimated 75,000

2.2. 35mm 5-Channel Jackets: Estimated 15,000

3. Secure Document Transportation

MSI will collect documents for conversion from Client at 435 Ryman St, Missoula, MT 59802. MSI uses only MSI personnel for document transportation. MSI can supply boxes and boxing services as an optional service. No third parties will be utilized for any part of the transportation process

4. Microfiche Scanning

- 4.1. All Microfiche images will be scanned.
- 4.2. Images will be scanned at a resolution of 300 DPI.
- 4.3. Images will be scanned in Greyscale.
- 4.4. Images will be scanned into one PDF file per jacket.

5. Document Indexing and File Type

- 5.1. Indexing for Film: Jacket-Level by: Address and/or Street Number and Name
- 5.2. File name sample: Address and/or Street Number and Name.PDF
- 5.3. File type – PDF, File Name – ALLCAPS.PDF, Punctuation (Dashes, Commas, etc.) will be skipped.
- 5.4. Any empty folders will containing zero fiche will be skipped.

6. Document Destruction, Return, or Storage

- 6.1. Upon completion of the document conversion process, MSI will hold documents for 90 days at no additional charge.
- 6.2. After 90 days, all physical files will be returned to the customer and all digital data will be deleted from MSI's servers.



7. Quality Control and Rush Pull Requests

- 7.1. **MSI's enhanced quality control** - MSI follows all generally accepted standards for quality control in this industry. MSI will perform a visual inspection of all documents scanned to ensure the readability and to provide the best possible reproduction of the original hardcopy. Any images that do not meet our quality standards will be rescanned or reprocessed free of charge.
- 7.2. **Rush Pull Requests** – MSI's service level agreement (SLA) for any files needed during the conversion process is 8 business hours. MSI will make every effort to digitally return any file requested much sooner. During the scanning process, Rush Pulls (five (5) or less per month) are provided free of additional charge if Client provides box number and file name for retrieval. Additional charges may apply to jobs exceeding more than five (5) pulls per Month or requiring extensive searches through Client materials (See Exhibit A).

8. Deliverables – Images and Indices and Reporting

- 8.1. MSI will deliver images via FilesAnywhere.com.
- 8.2. Alternative delivery methods, such Secure FTP/HDD/USB Flash Drive are available upon request. Charges may apply for any physical media deliveries.
- 8.3. Estimated completion: 90 days.



All levels of document conversion pricing will include capture of documents, image enhancement, de-skew, de-speckle, border removal, image quality control, any necessary re-scans, as well as formatting for City of Missoula's internal required format. All pricing is effective for 30 days. The quoted total image count reflects an estimation of the total project size. City of Missoula will only be billed on actual image count statistics post-imaging. Pricing and volume discounts are based on certain assumptions derived from information and volume estimates received from client. If MSI was unable to perform a sample test, prices are subject to change prior to start of job and after customer consent.

Conversion Pricing	Unit	Unit Price	Extended
Secure Document Transport (Missoula, MT 59802) and/or Inventory & Shipping with Tracking	Per Jacket	\$0.03	\$ 2,700.00
Inspection of Microfiche Prior to Scan	Per Jacket	Per Jacket	Included
Microfiche Conversion - 16mm & 35mm 5-channel Jackets	Per Jacket	\$ 1.00	\$ 90,000.00
Export - Grayscale	Per Project	Included	Included
Optical Character Recognition (OCR)	Per Image	Included	Included
Quality Control & Image Inspections	Per Image	Included	Included
Secure Files Anywhere Delivery	Per Project	Included	Included
Automated De-Skew, Image Enhancement, De-Speckling	Per Image	Included	Included

Estimated Project Total - \$ 92,700.00