



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1026 RECORDS STORAGE AND OTHER RECORDS RETENTION AND RETRIEVAL SERVICES

May 28, 2009

The County of San Luis Obispo is currently soliciting proposals for professional services for Records Storage and other Retention and Retrieval Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit two (2) copies of your proposal by 3:00 p.m. on June 18, 2009 to:

County of San Luis Obispo
Missy Viles, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, or for technical questions and information contact Missy Viles at (805) 781-5216.

MISSY VILES
Buyer – GSA - Purchasing
mviles@co.slo.ca.us

**RECORDS STORAGE AND OTHER RECORDS
RETENTION AND RETRIEVAL SERVICES**

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

| | YES | NO |
|---|-----|----|
| Do you claim local vendor preference? | | |
| Do you conduct business in an office with a physical location within the County of San Luis Obispo? | | |
| Business Address: _____ _____ | | |
| Years at this Address: _____ | | |
| Does your business hold a valid business license issued by the County or a City within the County? | | |
| Name of Local Agency which issued license: _____ | | |

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

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PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of two (2) copies must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on June 18, 2009. **Late proposals will not be considered.**
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Missy Viles
Telephone: (805) 781-5216
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm or firms who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope. List each and every service category, complete description of services and San Luis Obispo County special discounted unit prices.
 - b. The selected Contractor will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

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- c. The Contractor shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
- d. Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

PROJECT SCOPE

It is the intent of the specifications, terms and conditions of the project scope to describe records storage and other records retention and retrieval services which may be required by the County of San Luis Obispo.

The successful contractor(s) will be required to provide centralized, off-site, records storage services and other records retention and retrieval services for various County Departments as needed during each year. See the attached list of San Luis Obispo County Departments, which are prospective users of the services requested in this Request for Proposal, listed in **Attachment A**.

The County has approximately 6,563 boxes of records, 1 ½ cubic feet each, to be stored.

| | |
|-------------------------------|-------------|
| Department of Social Services | 4,444 boxes |
| Drug & Alcohol Svs | 682 boxes |
| Public Works | 619 boxes |
| CMSP | 400 boxes |
| Environmental Health | 268 boxes |
| Human Resources | 136 boxes |
| Risk Management | 14 boxes |

Required services to include, but not be limited to, the following: initial transporting of documents and entry into inventory; on-going record storage, tracking and management; standard and rush pick-up, delivery and receiving; refiling and interfiling; the permanent removal and destruction of confidential and non-confidential records; direct departmental billing and management reports.

Pick-up and delivery services will be required throughout the County with the majority of pick-ups and deliveries within the City of San Luis Obispo.

TERM/TERMINATION/RENEWAL

- A. The term of the contract will begin July 1, 2009 and run for two (2) years, with annual options for renewal for years 3, 4 and 5.
- B. The contract will be subject to termination by either party upon ninety (90) days advance written notice of intention to terminate.
- C. The County may terminate the contract at any time without written notice upon a material breach of contract by the Contractor.
- D. **TERMINATION FOR NON-APPROPRIATIONS:** The County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. Therefore, the County may terminate this agreement with respect to not less than the entire term effective as of the end of any of its succeeding fiscal periods by giving sixty (60) days prior written notice of the termination and establishing a termination date.

All obligations of County to make payments due after the termination date will cease. Notwithstanding the foregoing, County agrees to (i) not to terminate this agreement

under this provision if any funds are appropriated to perform the services of this agreement and (ii) that County will use its best efforts to obtain appropriation of the necessary funds to avoid termination of this agreement.

QUANTITIES

Quantities listed are annual estimated usage and are not to be construed as a commitment. Any minimum or maximum usage is not guaranteed nor implied.

PRICING

A. Prices quoted are to be firm for the first twenty-four (24) months of the contract with options for renewal for years 3, 4 and 5 according to the price escalation clause below.

B. PRICES

A price increase may be allowed for each option period as the result of:

- 1) Manufacturer or Supplier price increases in the product(s) offered;
- 2) Governmental or regulatory agency increases to the trade;
- 3) National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor.

Any request for a price increase must be substantiated with documentation from the vendor, a manufacturer, supplier, or governmental agency and must be submitted in writing at least (30) days prior to the effective date of the increase. Overall increases of greater than 3% from prior year prices will not normally be accepted.

| <u>SERVICES</u> | <u>CHARGES</u> |
|---|-----------------------|
| <u>STORAGE FEES</u> | |
| Minimum monthly charge | \$ _____ |
| Monthly fee to store one standard file box (10x12x15) | \$ _____ |
| <u>SERVICES</u> | |
| Retrieval of box | \$ _____ |
| Shelving of box | \$ _____ |
| Indexing of box (one time set up fee) | \$ _____ |
| Destruction | \$ _____ |
| Permanent removal | \$ _____ |
| Pick up and delivery services | \$ _____ |
| RUSH FEE within ___ hours | \$ _____ |

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RETENTION AND RETRIEVAL SERVICES**

CONTRACTOR QUALIFICATIONS

- A. Successful Contractor must be regularly and continuously engaged in the business of providing records storage and retrieval and destruction services.
- B. Successful Contractor must possess all permits, licenses and professional credentials to perform record retention, storage and destruction services under this contract.
- C. Successful Contractor must have bar coded labeling and scanning capabilities and an automated inventory control system able to track at file level, retrievals, refiles, destruction, permanent removals and their charges by department.
- D. Successful Contractor must have contingency plans in place in the event of fire, earthquake or other disaster.
 - 1. Contingency plans to be submitted with proposals.
- E. Successful Contractor must have security authorization procedures in place for accessing records.

FACILITY REQUIREMENTS

- A. Facility must be equipped with a security system, fire alarm and suppression system and must meet any and all codes required by law and regulations for a records retention operation.
 - 1. Facility and racking must meet or exceed seismic rating requirements for off-site records storage centers.
- B. Facility must be available for on-site inspections by San Luis Obispo County representatives prior to contract award and at any time during the contract term as requested.
- C. Facility must be located within reasonable proximity. The combination of factors regarding facility proximity, services offered, timeliness and costs must meet or exceed County Department's operational needs.

**RECORDS STORAGE AND OTHER RECORDS
RETENTION AND RETRIEVAL SERVICES**

Attachment A

Administration Office
Agriculture/Weights and Measures
Air Pollution Control District
Animal Services
Area Coordinating Council and Transportation Planning Agency
Assessor
Auditor/Controller
Board of Supervisors
Cooperative Extension (Farm, Home, and 4H)
County Clerk
County Counsel
County Fire
County Schools
District Attorney
District Attorney Family Support
Drug & Alcohol Services
Emergency Services (Administrative Office)
General Services Agency
Grand Jury
Health Agency/Public Health
Health Systems/CMSP
Information Services
Jury Commissioner
LAFCO (Administrative Office)
Law Library
Library (City/County)
Mental Health
Pension Trust
Personnel
Planning
Probation
Public Administrator
Public Works
Ride Share
Risk Management (Administrative Office)
San Luis Obispo Council of Governments
San Luis Obispo Regional Transit Authority
Sheriff-Coroner
Social Services
Tax Collector
Treasurer
Veterans Services
Victim Witness Assistance (District Attorney)