

SERIAL 99207 RFP STORAGE OF RECORDS

DATE OF LAST REVISION: November 20, 2008 CONTRACT END DATE: July 31, 2010

Amendment #5, issued 11-19-08, effective retroactively 11/01/08, adds/incorporates line item 6.15, “re-boxing” fee, due to deterioration of “storage boxes”.

Amendment #4, issued 8-28-08, effective 9/01/08, incorporates Iron Mountain fuel surcharge schedule and language and certain other billing code information which may be referenced by visiting referenced website “link” found on the last page of this contract.

Amendment #3, issued 4-24-08, clarifies Pricing Page language Sections 6.3.2.10, 6.3.2.12 and 6.3.2.13 and incorporates ON-SITE service line items 6.3.2.14, 6.3.2.15 and 6.3.2.16 effective 4-24-08. Changes noted are be reflected or indicated by **bold italic and underline**.

AMENDMENT #2 - ADDS TASK ITEMS (6.3.2.1 THRU 6.3.2.13) RELATED TO DESTRUCTION OF MATERIALS FOUND ON THE PRICING PAGES.

AMENDMENT #1 - IS INCORPORATED FOR REASONS OF CLARIFICATION RELATED TO TERMS USED ON PRICING PAGES AND TERMS USED BY THE CONTRACTOR ON INVOICES. SECTION AFFECTED ARE 6.3.1 AND “RATES” STATEMENT FOUND JUST PRIOR TO SECTION 6.7 CLARIFICATIONS SHALL BE SHOWN IN **BOLD AND UNDERLINE**.

JULY 31, 2008 2010

CONTRACT PERIOD THROUGH ~~JULY 31, 2005~~

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **STORAGE OF RECORDS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **May 3, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/bg
Attach

Copy to: **Materials Management**

(Please remove Serial 92318-RFP from your contract notebooks on July 31, 2000.)

CONTRACTOR MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WITH THEIR CONTRACT

Signature:

Date:

REQUEST FOR PROPOSALS FOR: **STORAGE OF RECORDS****1.0 INTENT:**

The intent of this Request for Proposals is to award a contract for storage of County Records. Maricopa County currently expects to store 100,000 boxes (standard one cubic foot boxes). The county expects a growth of 10% annually. During 1999, the total annual expenditure for records storage and service was approximately \$250,000.

All records in the current vendor's facility will be transferred to the vendor who is awarded this contract. The contract will be awarded to the proposer who is found to best meet the needs of Maricopa County as determined by the evaluation criteria stated in this proposal.

2.0 SCOPE OF WORK:

Maricopa County is interested in proposals from qualified vendors who can offer services as outlined in this Request For Proposals. Vendors are encouraged to propose management & technology tools and methods currently available to meet the objectives of the County's Records Management Program.

2.1 MINIMUM SERVICES REQUIRED:

- 2.1.1 Records should be available seven (7) days per week, twenty-four (24) hours per day. Vendors shall state their normal work hours, the availability of records during off-hours and response times to requests.
- 2.1.2 The vendor shall supply pickup service on demand for records being sent to storage. Pickup service shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. Vendors shall fully describe their standard method of records pickup and lead time normally required.
- 2.1.3 Vendor shall maintain inventory control for each container stored for each organizational unit using the storage facility. The vendor may utilize any type of carton numbering scheme as long as all cartons are identified individually. The vendor's internal control system shall allow for accurate tracking of relocated cartons. An automated inventory and control system is required in order to track the flow of records within the commercial records center from receipt through disposal, including but not limited to, department name/number, records series, period covering, destruction date, date received by vendor, box number, and record type (box, book, x-ray jacket, microfilm, etc.) X-ray jackets shall be maintained in terminal digit order by year on open shelving. Vendors shall fully describe their inventory control system, including its features and advantages in their proposal.
- 2.1.4 After transferring records to storage, the vendor shall supply a list of all records containers received to the organizational unit sending the records. The list will show each container received, the records series, the range of files and the destruction date of each container. Vendors will supply an example of a "records received report."
- 2.1.5 Retrievals shall be performed upon demand. The vendor will supply documentation for each retrieval, track each retrieval by file or box retrieved, the organizational unit requesting the retrieval, and the individual requesting the retrieval. **No information or document is to be given to other than an authorized, officially identified employee of the department to which the records belong.** The vendor will be given a list of employees, per department, authorized to conduct business, including requesting files, organizing pick-ups, etc. The vendor will supply an example of retrieval documentation.

- 2.1.6 There shall be an available customer service area at the vendor's location to allow for auditors or other researchers to review large numbers of records.
- 2.1.7 Retrievals shall be delivered to the organizational unit by courier, fax or "will call," with the method of delivery to be determined by the organizational unit. **The County reserves the right to use a third party mail delivery service for file retrieval and returns.** Vendors shall indicate their compliance with this specification.
- 2.1.8 Refiles shall be performed on demand and each refile shall be replaced into the container from which it was retrieved. The vendor shall supply an example of documentation used for routing refiles.
- 2.1.9 **There will be no "permanent removal charge" applied to any item removed from storage for any reason and not returned.** The vendor shall only charge for retrieval of the item and delivery of the item if applicable. The organizational unit shall notify the vendor of its intent to permanently remove the file or files and the vendor will remove that file from the organizational unit's inventory listing at no charge. **The vendor will verify in their proposal that there will be no "permanent removal charge."**
- 2.1.10 Records shall be destroyed only in accordance with records retention schedules approved by the Arizona Department of Library, Archives and Public Records pursuant to A.R.S. § 41-1347 and § 41-1351. The vendor shall provide written notification for records eligible for destruction at the request of the County Records Manager or the department. Records shall not be destroyed without written concurrence by the organizational unit from which the records were received and the County Records Manager. The vendor will supply an example format of how the destruction notification will appear.
- 2.1.11 X-Ray files will be purged annually. These records are in terminal digit order and separated by year by Maricopa County Medical Center staff prior to pickup. Cartons for transporting the x-ray files will be supplied by the vendor or a third party company. The vendor shall propose a process for the purging and disposition of x-ray files including notification of files eligible for destruction, disposal of the paper products associated with the file and the coordination of film pickup by a silver reclamation company. Vendor must provide details of transferring the proceeds from silver reclamation to the County.
- 2.1.12 The method of destruction shall be approved by the County Records Manager and the Arizona Department of Library, Archives and Public Records. The vendor shall describe the various methods of records destruction currently available. Destruction methods for "public" records (normally available to the general public) may include recycling, landfill or a more thorough destruction method. Confidential records shall be shredded, masticated, burned or any other method completely annihilating the records. The vendor shall describe the destruction methods currently used.
- 2.1.13 Maricopa County reserves the right to destroy County records itself or to have a third party destruction company pick up records from vendor's location(s) to have records destroyed in accordance with records retention schedules approved by the Arizona Department of Library, Archives and Public Records.
- 2.1.14 When confidential records (not for public viewing) have been given authorization to be destroyed per the organization unit's retention schedule, that organizational unit may reserve the right to witness the destruction process.

- 2.1.15 A certificate of destruction shall be completed for all records destroyed using a format approved by the County Records Manager and the Department of Library, Archives and Public Records. The certificate of destruction shall not be completed until after the records are physically destroyed so as to render them useless. The vendor shall supply an example of a current certificate of destruction. Upon completion of the certificate of destruction one copy should be sent to the organizational unit with one copy sent to the County Records Manager.
- 2.1.16 **The vendor shall be able to demonstrate that safeguards and quality checks exist which virtually eliminate the possibility of destroying records without proper authority and notification.** A physical separation shall be made on loading dock areas for accessional cartons and cartons authorized for disposal. A description of all safeguards and quality control steps shall be included in the proposal.
- 2.1.17 Vendor is required to notify the County Records Manager and the organizational unit where all inactive records are stored, especially if the vendor has multiple locations. Moreover, the vendor shall give assurance that there will be enough space to store records during the term of the contract. Vendor will not move records from one street address to another without the approval of the organizational unit and the County Records Manager. Maricopa County expects to store 100,000 boxes with the vendor who is awarded this contract upon inception of the contract. Vendors should allow for 10% growth annually.
- 2.1.18 The County Records Manager and committee members will visit all vendor locations for those vendors responding to this RFP.
- 2.1.19 After the contract has been awarded, the vendor and the County Records Manager will meet with the organizational unit's records staff and instruct them on the necessary guidelines for commercial storage, including who is authorized to order records, pack boxes, complete necessary forms, organize pickups and deliveries, etc. The vendor should also include a proposal for continuous training of county personnel.
- 2.1.20 **The vendor awarded this contract for the storage of records shall allow the County Records Manager the opportunity to tour their facilities to verify compliance with the contract on an ongoing basis.**
- 2.1.21 The vendor shall be a member of the Professional Records & Informational Services Management (PRISM) and preferably maintain at least one staff person as a member of the Association for Records Managers and Administrators (ARMA International). The vendor shall confirm PRISM membership and describe any additional professional memberships of their staff.
- 2.1.22 It is preferred that the vendor have a Certified Records Manager (CRM) included in its management staff. If a CRM is on staff, the vendor shall provide the name and location of the individual.
- 2.1.23 All staff permitted in the areas where County records are stored shall have a criminal history background check by a law enforcement agency, and be required to sign a statement to maintain the confidentiality of County records. All staff shall provide proof of citizenship or of legal residence in the U.S.A. The vendor shall confirm the above staffing requirements.

2.2 MINIMUM FACILITY REQUIREMENTS

- 2.2.1 Construction: All facilities used for storage of County records shall be of concrete block or tilt-up slab construction. Outer walls shall be at least three (3) hour fire construction including all doors. There shall be no windows of any type in any of the storage areas. All trusses and beams shall be made of steel or fire resistant treated wood products. The roof structure shall be of a nonflammable material, which will not collapse under any, but the most severe conditions. Shipping/receiving doors shall be minimally rated at three (3) hours unless there is a separate shipping/receiving room separated from the storage area by a three (3) or four (4) hour fire wall. The vendor shall fully describe the construction specifications of their facility (ies) as they relate to the above requirements. If the current facility does not meet the specifications set forth in this section, the vendor shall have a maximum of 90 days from the implementation of this contract to bring the current storage area up to specifications. If a building addition or a new facility must be acquired to meet these specifications, the vendor shall have a maximum of 18 months to complete construction or acquisition of a facility. Failure to fully comply with this specification will render the proposal non-responsive.
- 2.2.2 Fire Protection Systems: All facilities (including shipping/receiving and office areas adjacent to storage areas) used by the vendor for storage of County records shall have a fire protection system complying with NFPA 232AM, "Manual for Fire Protection For Archives and Records Centers." The preferred type of fire control system is wet-pipe sprinklers with high temperature rated (250°F to 300° F) heads and waterflow alarm. The vendor shall fully describe the fire protection system of their facility (ies) as it relates to the above requirements. Vendor is primarily responsible for the restoration costs for records damaged by natural or man-made disasters. (The County Records Manager may be approached to obtain waiver due to exceptional circumstances). If the current facility does not meet the specifications set forth in this section, the vendor shall have a maximum of 90 days from the implementation of this contract to bring the current storage area up to specification. If a building addition or a new facility must be acquired to meet these specifications, the vendor shall have a maximum of 18 months to complete construction or acquisition of a facility.
- 2.2.3 Security/Alarms/Identification: There shall be both fire and intrusion alarm systems in all facilities used for storage of County records. Both the fire and intrusion alarm systems shall be monitored twenty-four (24) hours per day every day, and connected directly to local fire and police agencies or to a bonded security alarm company who will in turn notify local police and/or fire departments of the emergency. The vendor shall fully describe the alarm system specifications of their facility (ies) as they relate to the above requirements. Employee badges shall be provided for the vendor's staff and displayed.
- 2.2.4 Supplemental Extinguishers: There shall be type ABC fire extinguishers placed strategically throughout all storage, office and receiving/shipping areas. A desired system will also include fire hose cabinets strategically placed throughout the facility, but all hose cabinets shall be plumbed into the sprinkler system with flow alarms. The vendor shall fully describe the supplemental extinguishers within their facility (ies) as they relate to the above requirements.
- 2.2.5 Materials Stored: Only records, x-rays, published materials, and record related materials, may be stored in any facility used for the storage of County records. If other materials are stored in an adjacent warehouse a four (4) hour fire wall shall separate those materials from the records storage area. Vendors shall verify that these materials storage requirements are met.

2.2.6 Environmental Controls: he vendor shall store permanent County public records in accordance with standards published by the Arizona Department of Library, Archives and Public Records pursuant to A.R.S. §39-101. Records not having permanent retention requirements shall be stored under normally clean, dry conditions free from standing water. The vendor shall fully describe the environmental controls of their facility (ies) as they relate to the above requirements.

2.2.7 Vermin Control: The vendor shall provide for control of vermin which may be harmful or destructive to records. (e.g. termites; silver fish; rodents). The vendor shall describe the methods currently taken to control vermin.

2.3 **RELOCATION OF RECORDS AND INITIAL SET-UP:**

2.3.1 On contract award. Vendor awarded this contract must make arrangements to pick-up, store and inventory all records from the current vendor's [Iron Mountain Records Management Inc., 2246 S. Central Ave., Phoenix, AZ 85004 facility. The cost of relocation and initial set-up must be borne by the vendor awarded this contract. This exercise must be completed within ninety (90) days of notice to be issued by the County Records Manager.

2.3.2 At the end of the contract (including termination before the full term of the contract). The vendor must allow the county or its designee to remove all county records at no additional costs to the county (see 2.1.9 for additional information). The vendor must propose a process for preparing records for transfer to a new vendor. The proposal must address transfer of boxes and inventory control information. The vendor shall allow the county up to ninety (90) days to complete the relocation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to federal excise tax.

3.2 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.3 **INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Proposers without these capabilities may be considered non-responsive and not eligible for award consideration.

4.0 CONTRACT TERMS & CONDITIONS:**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a FIVE (5) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of FIVE (5) years. The option to extend will be in two stages. The first option to extend will cover a period of THREE (3) years. The last option to extend will cover a period of TWO (2) years. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing One-hundred and eighty (180) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall

give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognizes that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or VENDOR to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **VENDOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **VENDOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **VENDOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **VENDOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **VENDOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **VENDOR'S** work or services. **VENDOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **VENDOR**, anyone **VENDOR** directly or indirectly employs or anyone for whose acts **VENDOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **VENDOR**, or anyone directly employed by the **VENDOR** or anyone for whose acts **VENDOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 INSURANCE REQUIREMENTS:

VENDOR, at **VENDOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **VENDOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **VENDOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **VENDOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **VENDOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **VENDOR** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **VENDOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 4.11.3 Commercial General Liability. **VENDOR** shall maintain Commercial General Liability insurance with a limit of not less than \$5,000,000 for each occurrence with a \$5,000,000 Products/Completed Operations Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **VENDOR'S** operations and products and completed operations.

- 4.11.4 Automobile Liability. **VENDOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **VENDOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.11.5 Workers' Compensation. The **VENDOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **VENDOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **VENDOR** will require the Sub**VENDOR** to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **VENDOR**.

4.11.6 Professional Liability. The **VENDOR** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **VENDOR**, or any person employed by the **VENDOR**, with a limit of not less than \$1,000,000 each claim.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **VENDOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **VENDOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **VENDOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.14 REQUIREMENT OF CONTRACT BONDS:

A performance and guarantee bond shall be furnished by the successful bidder in the amount of \$500,000 covering delivery, repair parts, labor, and other expenses likely to be incurred by the County in arranging alternative performance covered by the guarantee. The performance bond shall be made payable to the Maricopa County Board of Supervisors and furnished within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Vendors are requested to tender this bond on AIA Document A312. Vendor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.

Such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.15 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.18 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.19 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.20 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.21 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.22 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.23 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.24 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.25 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.26 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.27 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.28 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.29 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.30 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.31 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, similar rates should be extended to Maricopa County. If notification is not made to Maricopa County of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.31.1 Cancel the Contract, if it is currently in effect.

4.31.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.31.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.32 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.33 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT:

The contents of this proposal and the selected firm's response, Best and Final offer and any negotiated changes are to be incorporated in total, into the Contract.

5.2 SCHEDULE OF EVENTS:

Request for Proposals Issued: 11-26-99

Deadline for submission of proposals, 2:00 P.M., MST on **January 14, 2000**. All proposals must be received before 2:00 P.M. on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003.

Proposed review of proposals: JANUARY 2000

Proposed Proposer presentations: FEBRUARY 2000

Proposed selection and negotiation: FEBRUARY 2000

Proposed Best & Final (if required): FEBRUARY 2000

Proposed award of proposal: MARCH 2000

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

5.3 PRE-PROPOSAL CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON DECEMBER 15, 1999 AT 2:00 PM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.

5.4 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

~~KUNJAN DAYAL~~ **STAN FISHER, SENIOR PROCUREMENT SPECIALIST, (602) 506-3274**
~~8020~~

Technical Telephone inquiries shall be addressed to:

~~JESSICA HURLEY~~ **JERRY KIRKPATRICK, MARICOPA COUNTY RECORDS**
MANAGER- (602) 506-8717

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

5.5 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

5.6 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Proposer believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MCI-905, to secure an administrative determination on this point.

5.7 REJECTION OF PROPOSALS:

Maricopa County reserves the right to reject any, and all, proposals received in response to this proposal as determined to be in the best interests of the County.

5.8 PROPOSER WITHDRAWAL:

If, at any time prior to the opening of this proposal a Proposer decides to withdraw its proposal, that Proposer shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

5.9 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the Scope of Work and will notify all participants by an addendum to this Request for Proposal.

5.10 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Proposers furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Proposer is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Proposers are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Proposers shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.11 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this proposal, including the acquisition of supplies and/or personnel until a Contract is awarded by the Maricopa County Board of Supervisors.

5.12 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

5.13 PROPRIETARY INFORMATION:

Proprietary information submitted by a Proposer for this proposal shall remain confidential as permitted by law or regulation.

5.14 D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.15 REFERENCES:

Proposers must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

5.16 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under this Contract must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Contract, the County will name its representative who will be legally authorized to obligate the County under this Contract.

5.17 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for VENDORS and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

5.18 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management, Facilities Management and the user organizations will utilize the procedure. The successful Proposer will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Proposers should know in the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Proposer/user relationship will exist when within compliance and the contract administration process should be transparent.

5.19 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.20 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

5.21 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

5.23 FINANCIAL STATUS:

All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a Proposer non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Proposer should be declared non-responsive and/or non-responsive, and suspension or debarment of the Proposer, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the Proposer agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Proposer will meet its obligations to the County.

5.24 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Proposer Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

5.25 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Proposers without these capabilities [may/shall] be considered non-responsive and not eligible for award consideration.

5.26 REGISTRATION:

Proposers are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement may cause your proposal to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.27 ADDITIONAL COSTS:

Any Proposer who causes the county to incur additional costs to review and verify invoices due to Proposer submitting incorrect data. (E.G. Quotes and equipment and software, invoices etc.) will be charged for Maricopa County's costs to review and correct such erroneous billings.

5.28 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Proposers, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.29 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) [Nine (9)] copies of their proposal. **Proposers are to address proposals identified with serial number, title and return address to Maricopa County, Department of Materials Management, Serial 99207-RFP, 320 West Lincoln, Phoenix, Arizona 85003.** Proposals must be signed by a corporate official who has been authorized to make such commitments. Instructions to Proposers, Paragraph 1, is modified to read: All prices shall be held firm for a period of one hundred eighty (180) days after the RFP closing date. **Please also submit your proposal on a 3.5" IBM compatible disk in Word format.**

5.30 EXCEPTIONS TO THE SOLICITATION:

The Contractor will identify and list all exceptions taken to all sections of 99207-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractor's exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation, BS99207-RFP". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Bid Solicitation, BS99207-RFP", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

5.31 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

5.32 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

5.32.1 Letter of Transmittal (Exhibit 1)

5.32.2 Table of Contents

5.32.3 Short introduction and summary complete with company profile and a description of your company's approach and philosophy.

5.32.4 Proposal - Your proposal should contain detailed processes of all the services meeting the Statement of Work and Minimum Requirements including any additional services that you may offer. Proposals should be all-inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable.

5.32.5 Organizational structure and facility— Management staff and support personnel, as applicable, shall be listed with a description of assignments and responsibilities. Experience including any experience with government entities, a list of applicable credentials, an estimate of the time each staff member would devote to this program, and other pertinent information related to proven skills and technical competence should be included. Vendors must also describe all the facilities available or planned, to meet the county's requirement.

5.32.6 Pricing (Attachment A)

5.32.7 Proposal exceptions

5.32.8 Agreement (Attachment B)

5.32.9 References (Attachment C)

5.32.10 Y-2K (Attachment D)

5.33 GENERAL EVALUATION:

The following guidelines will be used in analyzing and evaluating this Proposal. Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the Proposal. The County reserves the right to accept other than the lowest price Proposal.

Proposals will be evaluated by a committee composed of various Maricopa County departments and others. Requests for presentations or clarification of portions of the Proposals may be considered. A summary evaluation will be prepared by this committee with an objective ranking of the Proposals.

5.34 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Proposal. The Contract will be awarded by the Board of Supervisors to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The Proposal will be awarded in whole to a single vendor.

5.35 COMPETITIVE NEGOTIATION:

Proposals should follow format per paragraph 5.32. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated Proposer.

5.36 BASIC EVALUATION PROCEDURE:

Step 1 Review of all Proposals to conformance of this RFP.

Step 2 The elimination of all Proposals which deviate substantially from the basic intent of the Proposal.

Step 3 An assessment of the remaining proposers. This assessment will also include a review of the Proposer personnel capability and the previous experience of each Proposer.

Step 4 Verification of Proposer references.

Step 5 Oral presentations to supplement the Proposal, for the purpose of clarification, may be required of selected Proposers. The time and place for oral presentations will be announced at a later date, if such a presentation is required.

Step 6 Evaluation of costs to Maricopa County.

Step 7 Capability of the Proposer to participate in this particular program, including eligibility based on the Proposer's financial stability and viability.

Step 8 Tabulation and recommendation of potential Proposer.

5.37 EVALUATION OF PROPOSAL: SELECTION FACTORS

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request:

5.37.1 Approach and philosophy. Proven skills and technical competence. Experience in governmental and/or industrial activities

5.37.2 Credentials of management staff.

5.37.3 Cost of goods, services and/or materials and allocation of man hours.

5.37.4 Quality and completeness of Proposal.

5.38 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a Post-Award Meeting with the using agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the procurement officer of this Contract.

IRON MOUNTAIN, 4449 S. 49TH 36TH ST., PHOENIX, AZ 85040
RECORDS MANAGEMENT COMPANY

PRICING SHEET: NIGP CODE 9626901

ACCEPT PROCUREMENT CARD: X YES NO

PROMPT PAYMENT DISCOUNT FOR UTILIZING PROCUREMENT CARD: YES X NO
 % DISCOUNT (Payment shall be made within 48 hrs utilizing the Purchasing Card)

6.1 PRICING:

Section 5.28 Iron Mountain will extend the terms and conditions of this contract to Maricopa County ICPAs throughout the State of Arizona

ITEM DESCRIPTION	UNIT PRICE	EXT. PRICE
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6.2 Storage Fees {Per Month}

6.2.1 Standard Size Box (1.2 cubic ft.)	\$0.12 \$0.13	\$0.14 \$0.16
6.2.2 Letter Size Liberty Box	\$0.12 \$0.13	\$0.24 \$0.26
6.2.3 Legal Size Liberty Box	\$0.12 \$0.13	\$0.30 \$0.33
6.2.4 Letter Size Drawer	\$0.12 \$0.13	\$0.30 \$0.33
6.2.5 Legal Size Drawer	\$0.12 \$0.13	\$0.36 \$0.39
6.2.6 Check Boxes	\$0.12 \$0.13	\$0.12 \$0.13
6.2.7 Books (linear foot)	\$0.48	\$0.48
6.2.8 Entire Shelf	\$1.20	\$1.20
6.2.9 Computer Tapes	\$0.19	\$0.19
6.2.10 Microfilm	\$1.00	\$1.00
6.2.11 X-Rays (linear foot)	\$0.48	\$0.48
6.2.12 6.2.12 X-Rays	\$0.35 \$0.35	\$0.35 \$0.35
Medical Records (linear openshelf foot)		
6.2.12 6.2.13 Other:		

6.3 Records Activity

6.3.1 Accession Charges Per Box \$1.10
("Receiving & Entry")

6.3.2 Destruction Charges: *includes retrieval/Unless otherwise stated*
If the destruction is not completed within the time frame of the attached schedule, a credit for storage will be issued on the remaining boxes until the destruction is completed.

6.3.2.1 Secure Shredding (from Iron Mountain inventory)		
6.3.2.2 Cubic Foot/Linear Feet	\$2.35	plus retrieval
6.3.2.3 Books	\$2.35	plus retrieval
6.3.2.4 Microfilm/Tapes/CDs (e-media/plastic)	\$4.96	plus retrieval
6.3.2.5 Recycle (from Iron Mountain inventory)		
6.3.2.6 Cubic Foot/Linear Feet	\$1.35	plus retrieval
6.3.2.7 Books	\$1.35	plus retrieval
6.3.2.8 Microfilm/Tapes/CDs (e-media/plastic)	\$2.50	plus retrieval

IRON MOUNTAIN, 4449 S. 49TH 36TH ST., PHOENIX, AZ 85040
RECORDS MANAGEMENT COMPANY

6.3.2.9 Secure Shredding (non Iron Mountain inventory)

6.3.2.10 <u>OFF-SITE Shredding</u> Minimum Charge - includes two Bins or Consoles	\$45.00	
6.3.2.11 Additional Bins or Consoles	\$10.00	each
6.3.2.12 Special projects paper (<u>minimum charge also applies</u>)	\$0.12	per lb.
6.3.2.13 Special projects e-media/plastic (<u>minimum charge also applies</u>)	\$0.40	per lb.
<u>6.3.2.14 ON-SITE Shredding</u> Minimum Charge - includes two Bins or Consoles	<u>\$55.00</u>	
<u>6.3.2.15 Additional Bins or Consoles</u>	<u>\$10.00</u>	<u>each</u>
<u>6.3.2.16 Special projects paper (minimum charge also applies)</u>	<u>\$0.17</u>	<u>per lb.</u>

6.3.3 Cubic Foot Box (1.2 cu. ft.)/Linear Feet	\$3.60 & \$ 0	Per Pound
6.3.4 Letter Size Liberty Box	\$6.00 & \$ 0	Per Pound
6.3.5 Legal Size Liberty Box	\$7.50 & \$ 0	Per Pound
6.3.6 Letter Size Drawer	\$7.50 & \$ 0	Per Pound
6.3.7 Legal Size Drawer	\$9.00 & \$ 0	Per Pound
6.3.8 Check Boxes	\$3.00 & \$ 0	Per Pound
6.3.9 Books	\$3.00 & \$ 0	Per Pound
6.3.10 Microfilm	\$6.00 & \$ 0	Per Pound

Retrieval Charges

6.4. Normal Delivery (within 24 hours)

Monday-Friday (8 a.m.-5p.m.)

Up to 25,000 normal retrievals annually:

6.4.1 File	\$1.35
6.4.2 Box	\$1.25
6.4.3 Book	\$1.25
6.4.4 Microfilm	\$1.40
6.4.5 X-Ray	\$1.40

25,001 to 45,000 normal retrievals annually:

6.4.6 File	\$1.20
6.4.7 Box	\$1.10
6.4.8 Book	\$1.10
6.4.9 Microfilm	\$1.25
6.4.10 X-Ray	\$1.25

45,001 to 65,000 normal retrievals annually:

6.4.11 File	\$1.10
6.4.12 Box	\$1.00
6.4.13 Book	\$1.00
6.4.14 Microfilm	\$1.15
6.4.15 X-Ray	\$1.15

65,001 to 85,000 normal retrievals annually:

6.4.16 File	\$1.00
6.4.17 Box	\$0.90
6.4.18 Book	\$0.90
6.4.19 Microfilm	\$1.05
6.4.20 X-Ray	\$1.05

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RECORDS MANAGEMENT COMPANY

6.5 Emergency Retrieval (RUSH Service)
Monday-Friday (8 a.m.-5 p.m.)
(Within three hours including delivery time)
CALL BY 2:00 PM FOR DELIVERY BY 5:00 PM
Up to 2,500 emergency retrievals annually:

6.5.1 File	\$3.50
6.5.2 Box	\$3.50
6.5.3 Book	\$3.50
6.5.4 Microfilm	\$3.50
6.5.5 X-Ray	\$3.50

2,501 to 5,000 emergency retrievals annually:

6.5.6 File	\$3.00
6.5.7 Box	\$3.00
6.5.8 Book	\$3.00
6.5.9 Microfilm	\$3.00
6.5.10 X-Ray	\$3.00

5,001 to 7,500 emergency retrievals annually:

6.5.11 File	\$2.75
6.5.12 Box	\$2.75
6.5.13 Book	\$2.75
6.5.14 Microfilm	\$2.75
6.5.15 X-Ray	\$2.75

7,501 to 10,000 emergency retrievals annually:

6.5.16 File	\$2.25
6.5.17 Box	\$2.25
6.5.18 Book	\$2.25
6.5.19 Microfilm	\$2.25
6.5.20 X-Ray	\$2.25

10,001 to 12,500 emergency retrievals annually:

6.5.21 File	\$2.00
6.5.22 Box	\$2.00
6.5.23 Book	\$2.00
6.5.24 Microfilm	\$2.00
6.5.25 X-Ray	\$2.00

6.6 Special Emergency Retrievals
(5 p.m.-8 a.m.) Weekdays, Weekends & County Holidays
(Within three hours including delivery time)

Up to 2,500 special emergency retrievals annually:

6.6.1 File	\$10.00
6.6.2 Box	\$10.00
6.6.3 Book	\$10.00
6.6.4 Microfilm	\$10.00
6.6.5 X-Ray	\$10.00

2,501 to 5,000 special emergency retrievals annually:

6.6.6 File	\$10.00
6.6.7 Box	\$10.00
6.6.8 Book	\$10.00
6.6.9 Microfilm	\$10.00

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6.6.10 X-Ray \$10.00

5,001 to 7,500 special emergency retrievals annually:

6.6.11 File \$9.00
 6.6.12 Box \$9.00
 6.6.13 Book \$9.00
 6.6.14 Microfilm \$9.00
 6.6.15 X-Ray \$9.00

7,501 to 10,000 special emergency retrievals annually:

6.6.16 File \$8.00
 6.6.17 Box \$8.00
 6.6.18 Book \$8.00
 6.6.19 Microfilm \$8.00
 6.6.20 X-Ray \$8.00

10,001 to 12,500 special emergency retrievals annually:

6.6.21 File \$8.00
 6.6.22 Box \$8.00
 6.6.23 Book \$8.00
 6.6.24 Microfilm \$8.00
 6.6.25 X-Ray \$8.00

Pick-up/Delivery Charges

Indicate how many boxes, files, etc. can be delivered at one time w/out an increase in delivery costs.

The following is a sample of addresses to which files may be picked up or delivered. Prices are per trip.

Deliveries made in error will be credited upon notification to the dedicated customer service representative assigned to Maricopa County.

Rates include up to 5 cartons with no increase in delivery/pickup cost, each additional carton is \$1.00. ("Overage" charge for greater than 5 boxes)

6.7 Normal Delivery (within 24 hours)

Monday-Friday (8 a.m.-5p.m.)

Avondale

6.7.1 1501 N. 8th Street ~~\$12.50~~ **\$13.00**

Buckeye

6.7.2 100 N. Apache ~~\$12.50~~ **\$13.00**

Chandler

6.7.3 811 S. Hamilton ~~\$12.50~~ **\$13.00**

6.7.4 2051 W. Warner Rd. ~~\$12.50~~ **\$13.00**

El Mirage

6.7.5 12428 E. Thunderbird ~~\$12.50~~ **\$13.00**

Guadalupe

6.7.6 5825 E. Guadalupe ~~\$12.50~~ **\$13.00**

Gila Bend

6.7.7 209 E. Pima ~~\$12.50~~ **\$13.00**

Glendale

6.7.8 5141 W. Lamar ~~\$12.50~~ **\$13.00**

6.7.9 6830 N. 57th Drive ~~\$12.50~~ **\$13.00**

Maryvale

6.7.10 4622 W. Indian School ~~\$12.50~~ **\$13.00**

Mesa

6.7.11 59 S. Hibbert ~~\$12.50~~ **\$13.00**

6.7.12 1810 S. Lewis St. ~~\$12.50~~ **\$13.00**

6.7.13 4811 E. Julep ~~\$12.50~~ **\$13.00**

6.7.14 1837 S. Mesa Drive ~~\$12.50~~ **\$13.00**

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Peoria

6.7.15 7420 W. Cactus Rd. ~~\$12.50~~ **\$13.00**

Phoenix

6.7.16 2516 E. University
 6.7.17 1201 W. Madison, Phoenix ~~\$12.50~~ **\$13.00**
 6.7.18 1825 E. Roosevelt ~~\$12.50~~ **\$13.00**
 6.7.19 1407 S. 9th Ave. ~~\$12.50~~ **\$13.00**
 6.7.20 301 W. Jefferson ~~\$12.50~~ **\$13.00**
 6.7.21 3125 W. Durango, Phoenix ~~\$12.50~~ **\$13.00**
 6.7.22 2601 E. Roosevelt ~~\$12.50~~ **\$13.00**
 6.7.23 10255 N. 32nd St. ~~\$12.50~~ **\$13.00**
 6.7.24 11601 N. 19th Ave. ~~\$12.50~~ **\$13.00**

Scottsdale

6.7.25 7700 E. Roosevelt ~~\$12.50~~ **\$13.00**
 6.7.26 3750 N. 75th St. ~~\$12.50~~ **\$13.00**

Tempe

6.7.27 2155 E. University ~~\$12.50~~ **\$13.00**
 6.7.28 1845 E. Broadway ~~\$12.50~~ **\$13.00**

Tolleson

6.7.29 9950 W. Van Buren ~~\$12.50~~ **\$13.00**

Wickenburg

6.7.30 155 N. Tegner ~~\$12.50~~ **\$13.00**

6.8 Emergency Delivery (Rush Service within 3 hours)

Monday-Friday (8 a.m.-5 p.m.)

(Within three hours including delivery time)

CALL BY 2:00 PM FOR DELIVERY BY 5:00 PM

Avondale

6.8.1 1501 N. 8th Street \$20.00

Buckeye

6.8.2 100 N. Apache \$20.00

Chandler

6.8.3 811 S. Hamilton \$20.00
 6.8.4 2051 W. Warner Rd. \$20.00

El Mirage

6.8.5 12428 E. Thunderbird \$20.00

Guadalupe

6.8.6 5825 E. Guadalupe \$20.00

Gila Bend

6.8.7 209 E. Pima \$20.00

Glendale

6.8.8 5141 W. Lamar \$20.00
 6.8.9 6830 N. 57th Drive \$20.00

Maryvale

6.8.10 4622 W. Indian School \$20.00

Mesa

6.8.11 59 S. Hibbert \$20.00
 6.8.12 1810 S. Lewis St. \$20.00
 6.8.13 4811 E. Julep \$20.00
 6.8.14 1837 S. Mesa Drive \$20.00

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Peoria	
6.8.15 7420 W. Cactus Rd.	\$20.00
Phoenix	
6.8.16 2516 E. University	
6.8.17 1201 W. Madison, Phoenix	\$20.00
6.8.18 1825 E. Roosevelt	\$20.00
6.8.19 1407 S. 9th Ave.	\$20.00
6.8.20 301 W. Jefferson	\$20.00
6.8.21 3125 W. Durango, Phoenix	\$20.00
6.8.22 2601 E. Roosevelt	\$20.00
6.8.23 10255 N. 32nd St.	\$20.00
6.8.24 11601 N. 19th Ave.	\$20.00
Scottsdale	
6.8.25 7700 E. Roosevelt	\$20.00
6.8.26 3750 N. 75th St.	\$20.00
Tempe	
6.8.27 2155 E. University	\$20.00
6.8.28 1845 E. Broadway	\$20.00
Tolleson	
6.8.29 9950 W. Van Buren	\$20.00
Wickenburg	
6.8.30 155 N. Tegner	\$20.00

6.9 Special Emergency Delivery
(5 p.m.-8 a.m.) Weekdays, Weekends & County Holidays
(Within three hours including delivery time)

Avondale	
6.9.1 1501 N. 8th Street	\$40.00
Chandler	
6.9.2 811 S. Hamilton	\$40.00
El Mirage	
6.9.3 12428 E. Thunderbird	\$40.00
Guadalupe	
6.9.4 5825 E. Guadalupe	\$40.00
Glendale	
6.9.5 5141 W. Lamar	\$40.00
Mesa	
6.9.6 59 S. Hibbert	\$40.00
Phoenix	
6.9.7 1201 W. Madison, Phoenix	\$40.00
6.9.8 1825 E. Roosevelt	\$40.00
6.9.9 2601 E. Roosevelt	\$40.00
6.9.10 1407 S. 9th Ave.	\$40.00
Scottsdale	
6.9.11 7700 E. Roosevelt	\$40.00

6.10 Copies/Fax Transmissions
(In lieu of delivery charges)

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Normal Retrieval

6.10.1	Initial Charge/First Page plus retrieval		\$3.00	
AND				
6.10.1.1	Page	8 1/2 x 11	\$0.25	per page
6.10.1.2	Page	8 1/2 x 14	\$0.25	per page
6.10.1.3	Book		\$0.25	per page

Emergency Retrieval

6.10.2	Initial Charge/First Page plus retrieval		\$5.00	
AND				
6.10.2.1	Page	8 1/2 x 11	\$0.25	per page
6.10.2.2	Page	8 1/2 x 14	\$0.25	per page
6.10.2.3	Book		\$0.25	per page

Special Emergency Retrieval

6.10.3	Initial Charge/First page plus retrieval		\$10.00	
AND				
6.10.3.1	Page	8 1/2 x 11	\$0.25	per page
6.10.3.2	Page	8 1/2 x 14	\$0.25	per page
6.10.3.3	Book		\$0.25	per page

6.11 Other Services:

Refiles (files returned to storage)

6.11.1	File		\$1.35	
6.11.2	Box		\$1.25	
6.11.3	Book		\$1.25	
6.11.4	Microfilm		\$1.40	
6.11.5	X-Ray		\$1.40	
6.11.6	Interfiling (Material placed inside of a file)		\$2.00/interfile or \$25.00/hour	
6.11.7	Data entry time/file management			
	Hourly rate		\$25.00/hour or \$0.20/file	
6.11.8	Record handling & sorting			
	Hourly rate		\$25.00	

6.12 Reports/Print-outs

6.12.1	Master Inventory		\$No Charge	
6.12.2	Listing of files retrieved		\$No Charge	
6.12.3	Listing of refiles		\$No Charge	
6.12.4	Listing of boxes eligible for destruction		\$No Charge	
6.12.5	Listing of files destroyed		\$No Charge	
6.12.6	Listing of interfiles		\$No Charge	
6.12.7	Listing of new accessions		\$No Charge	
6.12.8	Usage Report (including all storage/service charges)		\$No Charge	

6.13 Boxes Purchased

6.13.1	Cubic Foot Boxes		\$1.50	
6.13.2	X-Ray Boxes		\$1.65	
6.13.3	Microsafe Container		\$15.00	

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6.14 Other:

- On-line access communications:
- 6.14.1 Software \$No Charge
- 6.14.2 Monthly Fee \$No Charge
- 6.14.3 Connect Rate \$No Charge
- OR:
- 6.14.4 Internet Product/Web-based file management \$No Charge

6.15 Re-boxing Fee

Re-boxing fee regarding storage boxes which are damaged or have deteriorated and are no longer considered "serviceable". Fee stated includes new replacement box and labor costs for transfer of records. \$6.50 per re-boxing effort (effective 11/01/2008)

NOTE: Any credits issued will be faxed to the County Department requesting the credit as well as the County Records Manager. Credit Memos will be included in the following month's invoice and will be reflected in the total amount due.

Link/website for fuel surcharge schedule

[http://www.ironmountain.com/fuelsurcharge.](http://www.ironmountain.com/fuelsurcharge)

- Terms: Net, Pay on receipt
- Vendor Number: **W000001421 X**
- Telephone Number: (602) 437-9522-252-1570- 324-0761
- Fax Number: (602) 437-1712
- Company Web Site: www.ironmountain.com
- Contact Person: Cathleen Wall, (e-mail: ~~cathleen_wall@ironmountain.com~~)
- E-Mail: phoenixcsteam@ironmountain.com
- Contract Period: To cover period ending **July 31, 2005 2008 2010.**