

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency

Previous Contract/Project No.

Contract

BW8747-0/18

☒ Re-Bid

☐ Other

LIVING WAGE APPLIES: ☐ YES ☒ NO

FB-00607

Requisition No./Project No.:

TERM OF
CONTRACT

**Five (5) years w/1, five (5)
year OTR**

Requisition /Project
Title:

MICROFILM STORAGE AND MANAGEMENT SERVICES

Description:

The purpose of this re-bid is to establish a contract to provide for the storage of the County's vital microfilm records within a leased, climate controlled, 24-hour monitored facility on an as-needed basis.

Issuing Department:

Contact
Person:

Bonnie Taylor Wilson

Phone:

305-375-5765

Estimate Cost: **\$99,500**

GENERAL FEDERAL

OTHER

Funding Source:

X

X

ANALYSIS

Commodity Codes:

962-95

Contract/Project History of previous purchases three (3) years
Check here ☐ if this is a new contract/purchase with no previous history.

EXISTING

2ND YEAR

3RD YEAR

Contractor:

Iron Mountain Information
Management LLC

Same

Same

Small Business Enterprise:

No

Contract Value:

\$132,500.00

Comments:

Continued on another page (s): ☐ Yes ☒ No

RECOMMENDATIONS

Set-aside

Sub-contractor goal

Bid preference

Selection factor

SBE

Basis of
recommendation:

Date sent to SBD: 07/10/2017

Signed: *Bonnie Taylor Wilson*

Date returned to DPM:

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE:

The purpose of this solicitation is to establish a contract to provide for the storage and management of the County's vital microfilm records within a leased, climate controlled, twenty-four (24) hour monitored facility on an as-needed basis.

2.2 TERM OF CONTRACT:

This Contract shall commence on the first calendar day of the month succeeding approval by the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The Contract shall remain in effect for five (5) years and shall expire on the last day of the month of the five (5) year period.

2.3 METHOD OF AWARD: LOWEST PRICED BIDDER IN THE AGGREGATE

Award of this contract will be made to the single responsive and responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be deemed non-responsive. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive and responsible Bidder.

2.4 OPTION TO RENEW:

The initial contract prices resultant from this solicitation shall prevail for a five (5) year period from this Contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) year period. The awarded vendor shall maintain, for the entirety of the stated additional period the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term based on the downward movement of the applicable index.

Should the vendor decline the County's right to exercise the option period, the County will consider the Bidder in default which shall effect that Bidder's eligibility for future contracts.

2.5 QUALIFICATION REQUIREMENTS:

- a) The storage warehouse shall provide fire and flood protection to include 24-hour security in the form of physical deterrent and services protection and 24-hour burglar monitoring.

- b) The facility shall be equipped with an automatic smoke detection system which is to be monitored 24 hours a day and complies with National Fire Protection Association (NFPA) regulations.
- c) The storage warehouse shall be equipped with an alternative power supply source and access to storage facility shall be limited to current facility staff members.
- d) Provide professionally trained staff members to handle the microfilm in accordance with federal, state and local retention rules and regulations.
- e) Bidder shall provide three (3) references from current customers who can verify that the Bidder has successfully provided the services being requested in this solicitation for at least two (2) years, and provide the following information:
 - a. Company Name
 - b. Company Address
 - c. Contact Name and Title
 - d. Contact Telephone Number and Email Address

2.6 PERFORMANCE REQUIREMENT:

The Bidder shall maintain, and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Bidder and its subcontractors and suppliers shall retain such records and all other documents relevant to the Services furnished under this Contract for a period of three (3) years from the expiration date of this Contract and any extension(s) thereof.

2.7 INDEMNIFICATION AND INSURANCE

TBD

2.8 SMALL BUSINESS ENTERPRISES (SBE) MEASURES

TBD

2.9 PRICING

The prices proposed by the Bidder shall remain fixed and firm during the term of the Contract.

2.10 AVAILABILITY OF CONTRACT

Although this Contract is specific to various County Departments, it is hereby agreed and understood that any County department may avail itself of this contract and utilize the services specified herein from the successful Bidder at the Contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department.

2.11 CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Bidder or its sub-contractor in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Bidder or its employees, agents, sub-contractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Bidder nor its employees, agents, sub-contractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Bidder expressly agrees to be bound by applicable federal, state or local law in regard to the privacy of individuals.
- b) The Bidder shall advise each of its employees, agents, sub-contractor and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or sub-contractor's or supplier's employees, present or former. In addition, the Bidder agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this solicitation damages may not be an adequate remedy and the County shall be entitled to seek injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Bidder shall promptly turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Bidder or its employees, agents, sub-contractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Bidder shall accompany such materials.

2.12 RECORDS DESTRUCTION

The Bidder shall provide services for the destruction of records, or any other such type record whether physical or electronic. The Bidder shall have written policies and procedures in place to ensure secure handling and destruction of Customer material. If documents are shredded, they must be shredded in accordance with National Association for Information Destruction (NAID) standards and cut into fine particles so that no fragment of what remains contains any legible data. Electronic storage media destruction may occur by any method in which the media is destroyed so that no data may be extracted, including hydraulic punching, shredding, onsite

erasure, and degaussing. Paper shredding and media destruction services must be provided on-site and/or off-site upon the County's request. The Bidder and/or its subcontractor must hold a NAID Certification throughout the life of the contract. Upon destruction of the records and prior to payment, the Bidder will provide the County with a Certification of Destruction or a receipt reflecting the destruction of the records.

2.13 WARRANTY OF SECURITY

Unless otherwise agreed in writing, the Bidder and its subcontractors will not perform any of the services from outside of the United States, and the contractor will not allow any State of Florida data to be sent by any medium, transmitted or accesses outside of the United States.

The Bidder agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Bidder shall notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one(1) business day in the event Bidder discovers any Data is breached, any unauthorized access of Date occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data of any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- a) The incident in general terms.
- b) The type of information that was subject to the unauthorized access and acquisition.
- c) The type and number of entities who were, or potentially have been affected by the breach.
- d) The actions taken by the Bidder to protect the date from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk of severity of the breach.

2.14 CONTRACT TRANSITION

Upon Contract expiration or termination, the incumbent Contractor shall ensure a seamless transfer of records and be responsible for coordinating the transfer and movement of records, files and cartons with any subsequent Contractor necessary to transition the services of this Contract. The incumbent Contractor and subsequent Contractor assume any and all expenses that may arise to transfer and move all records, files and cartons. The Contractor shall develop a detailed written transition plan and coordinate with any subsequent Contractor a schedule for a records storage transition. The transition plan must be prior approved by the Department.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

These specifications provide for microfilm storage and management services to include a secure, climate controlled storage facility and a professionally trained staff to handle microfilm in accordance with federal, state and local retention rules and regulations for various County departments on an as-needed basis.

3.2 SERVICES TO BE PROVIDED

The Bidder shall:

- a) Furnish all labor, materials, tools, supplies, and other items required to perform the work and services necessary for the execution of this Contract.
- b) Provide secure warehouse storage of the County's microfilm records in a fireproof, climate controlled vault that is protected from damage and degradation by storage in acid-free boxes.
- c) Receive and enter boxes and/or open shelf files as requested by the County.
- d) Provide retrieval of items from, or return of items to, the storage facility as requested by the County.
- e) Provide archival destruction services to include retrieval, preparation, documentation, and secure shredding of items stored at Bidder's facility. Upon written authorization of the archival destruction by the County, the Bidder shall proceed with these services.
- f) Retrieve, prepare, and document the permanent withdrawal of records from Bidder's facility.
- g) Provide rates for pickup and delivery services from shipping companies. Upon written approval of these rates and written authorization for the delivery or pickup by the County, the Bidder shall proceed with these services.
- h) Bidder shall provide their own means of transportation of records which shall be operated by licensed and insured employees. The Bidder shall not subcontract the transport services without first obtaining authorization from the department. Vehicles shall be appropriately insured by the Contractor and/or subcontractor.
- i) Provide related, additional services, upon request by the County, such as re-boxing and image on Demand. Charges for services not specifically listed under this Contract will be billed to the County at an hourly labor rate. The services must be authorized by the County prior to work commencing. The County may request a quotation including the time required

and a total price before authorizing services. The Bidder shall provide an estimate at no additional charge to the County.

- j) The Bidder acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Work to be performed. The Bidder agrees to provide input on policy issues in the form of recommendations. The Bidder agrees, to the extent practicable, to implement reasonable changes in providing services hereunder as a result of any policy change(s) implemented by the County. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

SECTION 4 BIDDER REQUIREMENTS**4.1 QUALIFICATION REQUIREMENTS****Yes (Y) or
No (N)**

- 4.1.a. Bidder's storage warehouse has fire and flood protection to include 24-hour security and burglar monitoring. _____
- 4.1.b. Bidder's storage warehouse is equipped with an automatic smoke detection system which is to be monitored 24 hours a day and complies with National Fire Protection Association regulations. _____
- 4.1.c. Bidder's storage warehouse is equipped with an alternative power supply source and access to facility shall be limited to staff members of facility. _____
- 4.1.d. Bidder's storage warehouse is staffed with professional personnel trained to handle the microfilm in accordance with federal, state and local retention rules and regulations. _____
- 4.1.e. Bidder to provide three (3) references from current customers of at least two (2) years.

Reference No. 1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Email:	

Reference No. 2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Email:	

Reference No. 3

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Email:	