613 E. Ash Street, Room 111 Columbia, MO 65201



Request for Bid (RFB)

Robert Wilson, Buyer (573) 886-4393 - Fax (573) 886-4390 Email: rwilson@boonecountymo.org

	Bid Data
Bid Number:	35-06SEP17
Commodity Title:	RECORDS STORAGE AND MANAGMENT TERM & SUPPLY

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Day / Date: Time: Location / Mail Address:	Bid Submission Address and DeadlineWednesday, September 6, 201710:00 A.M. (Bids received after this time will be returned unopened)Boone County Purchasing Department Boone County Annex Building613 E. Ash Street, Room 109 Columbia, MO 65201
Directions:	The Purchasing office is located on the Southeast corner at 7 th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.
	Bid Opening
Day / Date:	
Time:	10:00 A.M.
Location / Address:	Boone County Annex Conference Room
	613 E. Ash Street Columbia, MO 65201 Questions Submission Deadline
Day / Date:	Wednesday, August 30, 2017
Time:	5:00 P.M.
Location / Address:	All questions must be submitted in writing to Robert Wilson at <u>Rwilson@boonecountymo.org</u>
	Bid Contents
1.0:	Introduction and General Conditions of Bidding
2.0:	Primary Specifications
	Response Presentation and Review
4.0:	
	Standard Terms and Conditions Prior Experience
	Compliance with House Bill 1549 and Work Authorization
	Certification of Individual Bidder and Affidavit
	Debarment Certification
	"No Bid" Response Form

1. Introduction and General Conditions of Bidding

1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff. *Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.2. **Bidder / Vendor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Vendor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Vendor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/s entities which may provide the subject goods and/or services.

- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. An "Invitation for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **Bid Clarification -** Questions regarding this Bid should be directed in writing, preferably by fax or email, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility -** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD -** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative or governmental contracts under more favorable terms.

- 1.5. **CONTRACT EXECUTION -** This Bid and the Vendor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2.1. Primary Specifications

- **2.1.1** Items To Be Provided- Boone County, hereinafter referred to as "County", proposes to contract with an individual(s), hereinafter referred to as "Vendor" for a Term and Supply contract for the furnishing of **Records Storage and Management Service,** as set forth herein.
- **2.1.2** The intent of this Request for Bid and resulting contract is to obtain price bids to establish a multiyear contract for **records storage and management for the Circuit Clerk's office** at the County of Boone – Missouri and **microfilm storage and management for the Boone County Recorder.** Other Boone County departments may start utilizing this term and supply contract in the future.
- 2.1.3 Contract Duration The Contract shall be effective from date of award until October 1, 2017 through September 30, 2018. It is the County's intent to award four (4) additional one-year options. Renewal options will be subject to contract performance, technological advancements, etc.
- **2.1.4** Contract Extension The County Purchasing Director may exercise the option to extend the contract on a month to month basis if it is deemed to be in the best interest of Boone County.

2.2. <u>Scope of Services</u>

2.2.1. Background:

The awarded Vendor will initially be required to move the records from Underground Records Management, 2604 N. Stadium Blvd, Columbia, MO 65202 to the newly awarded Vendor's facilities. Other pickups and delivery from the County may be required throughout the contract term from Boone County – Missouri. Pickups may vary throughout the contract period from any Boone County Department – more often from one of these eight County locations:

- 1) Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201
- 2) Boone County Johnson Building, 601 E. Walnut, Columbia, MO 65201
- 3) Boone County Government Center, 801 E. Walnut, Columbia, MO 65201
- 4) Boone County Sheriff, 2121 County Drive, Columbia, MO 65202
- 5) Boone County Public Works/South, 5551 Hwy 63 S., Columbia, MO 65201
- 6) Boone County Public Works/North, 5501 Oakland Gravel, Columbia, MO 65201
- 7) Juvenile Justice Center, 5665 N. Roger Wilson Dr., Columbia, MO 65202
- 8) Juvenile Office, 115 N. 8th Street, Columbia, MO 65201

2.2.1.1. Boone County Circuit Clerk:

Boone County Government currently has a contract with Underground Records Management of Columbia, Missouri for off-site record storage. The current Contract expires September 30, 2018. The County is seeking Request for Bids to enter into a contract for Records Storage and Management with a qualified storage facility firm. The awarded Vendor will be required to move the stored records at our current Vendor's facility to the awarded vendor's facility for the Boone County Circuit Clerk.

The County's historical spending level for these services in 2015 was \$8,401.27 annually and January 1, 2016- July 31, 2016 was \$6,245.21

The Bidder's response should include pricing for storage of approximately 2,971 boxes with a per box charge thereafter. The original contract will be for the Circuit Clerk's office, but other offices at the County may use this contract in the future.

The records are enclosed in **standard letter/legal file boxes** ($12 \frac{1}{2}$ W x 16" L x 10 $\frac{1}{2}$ " D (1.2 cubic feet) and **record books** (13" w x 18 $\frac{1}{4}$ " L x 3" D).

Annual addition to the records in storage is anticipated to be approximately 20 boxes a year, taking into account the annual destruction of obsolete records.

All stated quantities are expressly agreed to be "estimated annual usage" only, and nothing herein shall bind the County to pay for a specified number of boxes or a minimum use charge. The County will only pay for the actual number of boxes in storage and services used. It is also further understood that the County shall not be obligated to purchase or pay for any covered item or service unless requested and accepted by the County.

Item # Description Cost for each Service

The current records inventory for the Circuit Clerk's office, as of September 28, 2016 is indicated below. The successful vendor must be able to show that additional capacity beyond this is available at the storage facility.

Current	tly located at	Underground	Record's Manag	<u>gement</u>

Open Area:		
Boxes	454	
Record Books	496	
Records for Secured, Locked S	torage Accessible	Only by designated Boone County staff:
Boxes	343	
Record books	84	
File Cabinets	77	
(GRAND TOTAL for initial me	ove of Circuit Cl	erk's records:
Standard Box:	797	
Metal File Cabinet:	77	
Record Book:	580	

2.2.1.2. Boone County Recorder of Deeds

The Boone County Recorder currently stores cabinets and microfilm at Underground Records Management. The current contract **expires September 30, 2017**. The awarded Vendor will be required to move the stored records at our current Vendor's facility to the awarded vendor's facility for the Boone County Recorder of Deeds.

The Bidder's response should include pricing for storage of the following:Box: 14x14x1675 boxes (93.23 sf)Box: 17x14x131 box (1.79 sf)

Four (4) boxes of 14x14x16 (50.92 sf) are anticipated to be added annually.

2.2.2 Bidder Requirements:

- a. Bidder shall have proven experience as a Records Storage facility. Three (3) records storage customer references shall be provided with the bid response. The references shall be from current Columbia customers of two or more year's duration. (Exhibit A may be used for this purpose).
- b. Bidder shall be a member in good standing of one or more professional associations such as PRISM International (Professional Records & Information Services Management), ARMA International (The Association for Information Management Professionals).

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- c. Bidder shall provide regular pick-up/delivery services as follows:
 - 1. Requests for pickup/delivery of boxes/files placed in the morning (before noon) of a business day will be filled the afternoon (by 5:00 p.m.) of the same business day.
 - 2. Requests for pickup/delivery of boxes/files placed in the afternoon (by 5:00 p.m.) of a business day will be filled the morning (before noon) of the next business day.
- d. A request for county personnel access to a box/file shall be filled in three hours without incurring a rush or emergency withdrawal charge. A list of authorized personnel that has the ability to remove/pick-up a file will be provided to the Vendor.
- e. Vendor shall be capable of emergency one (1) hour record withdrawal and delivery service. Vendor shall provide 24-hour withdrawal access to County records.
- f. Vendor shall combine delivery and pickup of boxes into one trip when requested, and shall meet the delivery requirements listed above.
- g. Bidder shall have on-site photocopy and facsimile transmission services available.
- h. Bidder shall have a local or toll free phone number for requesting records storage services and for contacting customer service and support. Bidder shall retain Boone County boxes at a local (Columbia) records storage facility.
- i. The records storage facility must meet all applicable requirements of National Fire Protection Association (NFPA) 232-2000 (or current version).
- j. Bidder shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area or vault for storage **for the Boone County Circuit Clerk** of approximately **75 standard and computer boxes**. Box contents include historical ledgers and paper records and some microfiche security copies. Microfiche are added each month and are periodically purged. Bidder shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area or vault for storage **for the Boone County Recorder** of approximately **75 standard and computer boxes**. Please describe your environmentally controlled storage area.
- k. The records storage facility shall include a climate controlled (average office environment temperature and humidity) on-site room for use by authorized County personnel to review records at the storage facility once the records have been retrieved by the Vendor.
- 1. **Pest Control:** Vendor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection.
- m. Accountability: Vendor must be able to account for all boxes placed in storage in the annual inventory, during scheduled destruction, and upon request by the County. Vendor shall provide initialed and updated inventory listings, written customer procedures and customer training at least once a year.
- n. Vendor shall provide a detailed list of all transactions with each monthly invoice. Vendor shall provide copies of all work orders referenced on each invoice. De-centralized billing is required and invoices shall be sent to the department of record.
- o. **Termination Costs:** Termination costs for this Contract, after the expiration of any number of years, shall be completed on the *Response Form (Section 4)*. This cost should be based on a fixed cost per cubic foot of stored records not to exceed the cost of storing the documents for one year.
- p. Cancellation: The County may cancel the contract with the Vendor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the Vendor from legal remedies available to the County. The Vendor may not cancel the award during the initial contract term, but can, upon sixty (60) days written notice prior to the end of the current contract term, opt not to renew.

3. <u>Response Presentation and Review</u>

- 3.1. **Response Content -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Form (Section 4.). Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **Submittal of Responses -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package Submit, to the location specified on the title page, three (3) complete copies of your Response in a single, sealed envelope, clearly mark on the outside with your company name and return address, bid number, and due date and time.
- 3.2.2. Advice of Award Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at: <u>www.showmeboone.com</u>.
- 3.2.3. **BID OPENING -** On the date and time and at the location specified on the title page, all Responses will be opened in public.
 - 3.3. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Vendor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. <u>Response Form</u>

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below.

Company Name:			
Corporate Address:			
Storage Facility Address:			
Distance from Boone County Court House		miles.	
Telephone:	_Fax:		
E-mail Address:			
Federal Tax ID (or Social Security #):			-
Print Name:	Title:		
Signature:	_ Date:		
() Corporation			
() Partnership – Name			
() Individual/Proprietorship - Individual Name			_
() Other (Specify)			

Note: This form must be signed. All signatures must be original and not photocopies.

The Bidder shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4.1. Records Storage and Management Pricing: Pricing shall be bid per unit (file, box, cubic foot, etc). If unit quoted is different from unit listed, indicate equivalency for each unit and each quote. The County will not pay for any services, fees or charges not included on the pricing sheet.

4.1.1. Firm Pricing: Prices proposed shall remain firm for the entire contract period, including renewal periods. The County reserves the right to negotiate reductions in the price due to changes in market conditions at any time during any contract period.

Pricing for Circuit Clerk's Records:

4.2. Transfer Cost of Circuit Clerk's records: Total transfer cost for Bidder to furnish all labor, materials and equipment for the transfer of all records detailed above from the County's current storage location site (Underground Records Management) to the Vendor location. *Initial move of our boxes shall include reboxing and labeling per Vendor's system to file at Vendor's location.*

\$_____ Lump Sum for 2,971 boxes.

4.2.1. State if the County has the option to deliver the boxes to the storage facility above and any cost associated with the County delivering the boxes for storage.

Cost (if any) \$			
4.3. Monthly Storage:			
a. Standard Box	\$	each	
b. Long Box	\$	each	
c. Metal File Cabinet	\$	each	
d. Record Book	\$	each	
e. Fed Ex Box	\$	each	
4.4. Secure, locked room (accessible only to	o Boone Cor	unty designated staff Records Sto	rage per Month
a. Standard Box		each	
b. Long Box		each	
c. Metal File Cabinet	\$	each	
d. Record Book	\$	each	
e. Fed Ex Box	\$	each	
4.5. Vendor Pickup and/or Delivery Servic	e:		
a. File/Document	\$	each	
b. Box	\$	each	
4.6. Boone County Delivery and Pickup of	Boxes to/fro	om Vendor's Facility:	
a. File/Document			
b. Box	\$	each each	
4.7 State other fees the County may occur	if other Cou	nty departments utilize this cont	ract.
a. Set-Up Fees - Open Account	\$	each	
b. (Initial/Final) – Close Account	\$		
c. Other:	\$	each	
4.8. Pickup/Delivery Round Trip:			
a. County Court House	\$	each	
b. County Government Center	\$	each	
c. County Johnson Building	\$	each	
d. County Public Works (south)	\$	each	
e. County Public Works (north)	\$	each	
f. County Sheriff Department	\$	each	
g. County Juvenile Justice Center	\$	each each	
4.9. Emergency Delivery Service: \$	e	ach	
(one (1) hour record withdrawal and	delivery serv	ice)	
4.10. Receiving/Handling for boxes picked	up after the	initial move:	
(Preparing inventory, indexing, label			box
4.11. Inventory Listing: \$			
4.12. Temporary Withdrawal from storag	e:		
a. File/Document \$			
b. Box \$	each		
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	I ug	· /	0/2/1

4.13. Permanent Withdrawa	al from Storag	e:			
a. File/Document	\$	each			
b. Box	\$	each			
4.14. Re-filing:					
a. File/Document	\$	each			
a. File/Document b. Box	\$	each			
4.15. Facsimile Transmissio	n of County re	cords (per pa	nge): \$	page	
4.16. Photocopy Services (p	er page):				
a. Copying Done by	Vendor	\$	page	2	
a. Copying Done by b. Copying Done by	County staff	\$	page	2	
4.17. Records Destruction, i	ncluding nick-				
a Standard Box	s				
a. Standard Box b. Long Box c. Metal File Cabinet	\$		each		
c Metal File Cabinet	\$		each		
d. Record Book	\$		each		
e. Fed X Box	\$		each		
4.18. Records Shredding (pe	er pound):				
a. Paper b. Mixed-Media	\$	pound			
b. Mixed-Media	\$	pound			
4.19. Termination Costs:					
a. fixed cost per cubi	c foot of stored	records: \$		/cubic foot	
Pricing for Recorder of Dee	ds Microfilm I	Boxes and Ca	binets:		
Odd size boxes include the f	ollowing sizes:	<u>.</u>			
14x14x16					
17x14x13 Motol Aporture Cord Cohinet	a 10 = 20 = 40				
Metal Aperture Card Cabinet	s, 19x29x40				
4.20. Transfer Cost of Reco	rder's records:	: Total transfe	r cost for B	Bidder to furnish all labor, mater	ials and
				om the County's current storage	
				n. Initial move of our boxes sha	
re-boxing and labeling					
\$8		,			
	I				
	ocked vault, ac	cessible only	by author	ized Boone County personnel)	Monthly
Storage:		¢		1 -	
a. Odd Size Box	al Calinat	\$		each each	
b. Metal Aperture Ca	rd Cabinet	\$		eacn	
4.22. Vendor Pickup and/or	Delivery Serv				
a. Odd Size Box		\$		each	
b. Metal Aperture Ca	rd Cabinet	\$		each	
4.23. Boone County Deliver		of Boxes to/fr	om Vendor	r's Facility:	
a. Odd Size Box				each	

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b. Metal Aperture Card Cabinet			each
 4.24. State other fees the County may occa. a. Set-Up Fees - Open Account b. (Initial/Final) – Close Account c. Other: 	\$ \$	each each	ents utilize this contract.
4.25. Pickup/Delivery Round Trip:			
County Government Center \$		each	
4.26. Emergency Delivery Service: \$		each	
4.27. Receiving/Handling for boxes picko (Preparing inventory, indexing, lab	eling, placing or		box cabinet
4.28. Inventory Listing: \$	Ψ		
4.29. Temporary Withdrawal from stora a. Odd Size Box b. Metal Aperture Card Cabinet	\$		each each
4.30. Permanent Withdrawal from Stora	ige:		
a. Odd Size Box	\$		each
b. Metal Aperture Card Cabinet	\$		each
4.31. Re-filling:			
a. Odd Size Box	\$		each
b. Metal Aperture Card Cabinet	\$		each
4.32. Termination Costs:			
a. fixed cost per cubic foot of store	d records \$_		/cubic foot
4.33. Additional Information Required: a. Construction: The records storage fa		olidly construe	cted, with secure loading a

- Construction: The records storage facility shall be solidly constructed, with secure loading and unloading areas. Please state materials used in construction of the walls, floors, and roof of the facility in the blanks provided:
 - 1. Floors shall support at least 300 pounds per square foot, and shall be at or above ground level to assure dry storage. Floor Construction:
 - 2. Walls surrounding the record storage area shall be four-hour fire resistant. Wall Construction:
 - 3. Roof shall be of non-combustible construction and leak proof. Roof Construction:
- b. **Security:** Vendor shall furnish a detailed description of 24-hour security, including intrusion protection and fire detection systems in place monitored from outside the facility. Vendor shall provide proof of a zoned fire suppression system, and the performance of periodic tests.
 - 1. Note: Prior to the final award of this bid, the County may arrange a site visit to check the facility where the County's records will be stored. The County reserves the right to make intermittent, unannounced inspections of records storage facilities throughout the duration of this contract.

- 2. Vendor Personnel: Please describe the minimum qualifications of the employees that are hired by your firm. Describe any general and/or criminal background checks that are performed prior to hire.
- c. **Storing:** Boxes shall be stacked no more than three (3) high on a shelf to prevent crushing. Boxes shall be placed on shelving at least four inches off the floor for moisture protection. Records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements detailed throughout these specifications.
 - 1. Is there a required method in which records must be stored and recorded by the County for retrieval purpose? If so, please describe the requirements. -
- d. Access Control: The Vendor shall provide measures to meet any confidentiality requirements on the records placed in storage by the County and shall have procedures for access authorization and controlled access to County's records. Vendor shall also provide documented procedures for notifying the County immediately in case of disaster damage or destruction of County records. (This may be included in the Disaster Plan required in paragraph "s" below). Included: _______.
 - 1. The successful vendor must provide a locked, secure area for the Juvenile Records locked file cabinets and indexing bound book files that only the Circuit Clerk staff or other authorized County personnel could access.

Provided: _____. Not Provided: _____.

- e. **Disaster Plan:** Vendor shall furnish a written disaster plan and recovery procedures for the care and protection of records in the event of natural disasters (hurricane, flood, fire, etc...), and general emergency preparedness including movement of records if required.
 - Provided: ______. Not Provided: ______.
- f. **Destruction:** Vendor shall provide a written procedure for completing records destruction. Only destruction by recycling, or when shredding is requested by County, subsequent recycling of shredded material, shall be accepted. A certificate of destruction shall be provided for all boxes destroyed. Authorized County personnel shall be allowed to monitor destruction of County records on both an announced and an unannounced basis.

Provided: ______. Not Provided: ______

1. **County routinely authorizes the destruction of obsolete records in storage quarterly.** This is accomplished by County providing the Vendor with a specific list of eligible and approved boxes to be destroyed and the eligible date of destruction. From time to time, County also will request pickup of obsolete records to be destroyed. In addition, County occasionally has need for shredding services to destroy records on mixed media such as microfilm, CDs, floppy disks, computer diskettes, videotape, audiotape and other magnetic tape. County records shall be destroyed by the Vendor only upon receipt of a written destruction authorization signed by the County representative. An authorized Boone County staff member shall be present to witness the destruction of records.

Included: _____. Not Included: _____.

- 2. Shredding: Describe if on-site shredding is available for County personnel use
- g. Bidder shall provide a brief description of transmittal procedures and any other requirements to be placed on the County in order to use the records storage facility and its services.

Insurance Requirements: The Vendor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Vendor allow any subvendor to commence work on their subcontract until all similar insurance required of subvendor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Vendor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Vendor shall require the subvendor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Vendor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Vendor shall provide and shall cause each subvendor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Vendor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subvendor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subvendor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Vendor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Vendor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Vendor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Vendor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subvendors: Vendor shall cause each Subvendor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Vendor shall provide to County copies of certificates of insurance evidencing coverage for each Subvendor. Subvendors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Vendor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior

written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Vendor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Vendor, of any subvendor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any subvendor, or of anyone for whose acts the vendor or its subvendor may be liable, in connection with providing these services. This provision does not, however, require vendor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subvendors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia, MO 65201

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Vendor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
- 5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor must notify the Purchasing Department.
- 9. In case of default by the Vendor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Vendor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Vendor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers -** The vendor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

PRIOR EXPERIENCE

Please provide a minimum of three local customers currently using your records storage facility and service. The County reserves the right to ask for additional information.

1. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that vendor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is: http://www.uscis.gov/files/nativedocuments/save-mou.pdf

Additional information may be obtained from: http://www.uscis.gov/files/nativedocuments/MOU.pdf

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

My name is ______. I am an authorized agent of ______ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subvendors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20___.

Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____3. I have provided a completed application for a birth certificate pending in the State of ______. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT (Only Required for Certification of Individual Bidder (Option #2)

State of Missouri))SS. County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number or Other Federal I.D. Number Printed Name

On the date above written ______ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Bid Response)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name and Title of Authorized Representative

Signature

Date



"No Bid" Response Form

Boone County Purchasing 613 E. Ash Street Columbia, MO 65201

Robert Wilson (573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 35-06SEP17 – Records Storage and Management – Term & Supply

Business Nan Address:	 	
Telephone: Contact:		

Reason(s) for not bidding:

Date: _____