

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

- a. Storage of all new/additional records in new proper storage boxes;
- b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by 10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
- c. Delivery of files and/or boxes requested by Department;
- d. Permanent destruction of files no longer required to be stored;
- e. Provision of replacement boxes at no charge to County;
- f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
- g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in page 5 (#26). **Hidalgo County WIC Program records need to be identified at the file level by the family identifications number, last name and be assigned a barcode.**)

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions:** For purposes of this Contract, the following terms shall mean:

- a. **"Request"** for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.
- b. **"Retrieval"** shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

- c. **“Delivery”** is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.
- d. **“Pick Up”** shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company’s facility.
- e. **“Destruction of Files”** is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term.** This Contract shall be for a period beginning December 9, 2008 and ending on December 8, 2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the “Grace Period”) for unforeseen delays in the award of a new bid or the County’s inability to obtain all records from the storage site.

5. **Renewal.** County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service.** Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment’s notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A).

7. **Payment.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter 12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the **Monarch Barcode** a bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time.** The parties agree to the following response time by

Company:

- a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
- b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.
- c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
- d. Permanent destruction of files shall occur within five (5) working days of permission to destroy.

13. **Facility Condition.** Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off device to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be

maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security.** The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access.** Company shall work with Department on special projects

requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering of boxes, conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

19. Company shall, at all times, provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

20. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing the Services under this Contract naming County as an additional insured with coverage and in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes, and shall furnish to County certificates of such insurance coverage.

21. **Indemnification.** Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees, for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

23. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

24. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

25. **Independent Contractor.** The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent

expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.**

30. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

31. **TEXAS LAW TO APPLY. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages.** The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company

and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths (\$1,000.00) for each file or portion of a file

33. **Changes to Contract.** The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by both parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

34. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and La Joya, and not

otherwise.

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, December 9, 2008.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

Exhibit ``A''

Specifications

Affidavit(s)

Attachments

AFFIDAVIT

BEFORE ME, the undersigned Bruce Goldman authority on this 12th day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of CTC Dist. Ltd., bidder/offeree/contractor, of Hidalgo County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeree/contractor has received the list of key persons dated September 12, 2008, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeree is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeree/Contractor

Signature of Affiant

Bruce Goldman

Typed or Printed Name of Affiant

Owner

Title of Affiant

615 Blaze Blvd. Edinburg, TX 78539

Address

SUBSCRIBED AND SWORN to before me by the said BG this 12 day of September 2008, to certify which witness my hand and seal of office.

Notary Public in and for Hidalgo County, Texas.

Edna V. Rodriguez



Typed or printed name of notary

My commission expires:

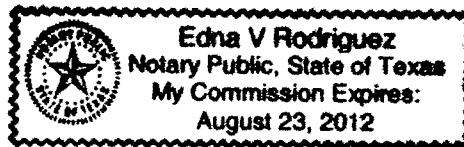


EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

- | | | |
|----|---|--------------------------------|
| 1. | <u>Brian Kelly Madden</u>
Print Name | <u>Vice President</u>
Title |
| 2. | <u>Ron Haines</u>
Print Name | <u>Controller</u>
Title |

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

II System/Equipment:

CTC Distributing will be utilizing the following systems, equipment, and services:

- Up to 30,000 sq. ft. of secure warehouse space dedicated to County business
 - Fully fenced facility located near the Court House in Hidalgo County at approximately W. Owassa Rd and Business 281 in Edinburg
 - Warehouse structure made of concrete tilt wall to protect against fire, theft, dust, debris, insects, and rodents
- Company owned bobtail and pick up truck dedicated to make unlimited pick up and deliveries
- Perlon Scanning System for electronic imaging
- Monarch Barcode Label System
- Interlink straight packing/sorting
- 24-hr security system monitored by Argus Security in conjunction with in-house surveillance cameras with a 3 month history viewing capability
- Storage boxes to meet County specifications (12W X 15L X 10H)
- Monthly and annual pest control service and inspection provided by Terminix
- Semi-annual warehouse sprinkler system inspection provided by FireCheck
- On-site contracted guard service provided Monday through Friday 5:00 a.m. to 10:00 p.m.
- Document inspection and viewing area provided to authorized county employees at CTC Distributing
- Monthly reports will be supplied as outlined in the requirements and specifications of the bid packet
- CTC Distributing will accept file requests from authorized County personnel in any manner preferred and instructed by the County (i.e. fax, email, phone)
- Document destruction/shredding services available upon request.

Notes:

- CTC Distributing is a bonded yard and CTPAT Certified since 2003
- All CTC Distributing personnel has passed U.S. Customs/FBI background checks in order to obtain our company's CTPAT certification
- Effective January 2008 CTC will be an official PODS franchisee www.pods.com with available on site self contained storage units and segregated indoor storage space for sensitive material.
- CTC Distributing will abide to all insurance and liability requirements as outlined in the bid packet

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

III. Staffing

Warehouse Clerk I – one position to receive work orders from the County for both incoming and outgoing files and prepare all necessary documents. Controls inventory management of County files.

Warehouse Clerk II – one position to pull orders or from storage racks as instructed by the Warehouse Clerk I

Forklift Driver – one position to assist Warehouse Clerk II in storing and obtaining boxes in warehouse racks as outlined in CTC's inventory management system.

Driver – one position to pick up and/or deliver files to and from the County offices after the orders have been processed by Warehouse Clerk I and II.

SPECIFICATIONS

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY WIC PROGRAM, HIDTA TASK FORCE
AND OTHER COUNTY DEPARTMENT(S)
BID NO.: 2008-162-09-24-otm

TURNKEY SPECIFICATIONS and REQUIREMENTS

1. **Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.**

THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. **Hidalgo County has identified the need for Hidalgo County WIC Program and HIDTA Task Force for storage but may have a need for storage by other county department(s) in the future.**

2. Services will be on an "as-needed basis". Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that Hidalgo County intends to transport its (own Hidalgo County) files from the current vendor's storage to its (Hidalgo County) facility or another facility at no additional cost to the County.

3. The bidder must provide the following services:

- a. Storage of all new/additional records, in a new proper storage box;
- b. Pick up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
- c. Deliver files/boxes requested by the Department;
- d. Any storage boxes requiring replacement shall be provided at no charge to the County.
- e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the WIC Dept. shall be kept in one location within the storage facility). **Hidalgo County WIC Program records need to be identified at the file level by the family identifications number, last name and be assigned a barcode.**
- f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26)).
- g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

"Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

"Pick Up" is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

Con't Specifications

“Retrieval” shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

A **“Request”** for a file or box shall consist of a County Department’s designated person providing a written form (See Exhibit “G”) to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in # 3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the “Services”.

5. It is the contractor’s sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address:
<http://www.tsl.state.tx.us/slrn/recordspubs/index.html>
 - a. Microfilming Standards and Procedures (Local Government Bulletin A)
 - b. Electronic Records Standards and Procedures (Local Government Bulletin B)
 - c. Inventory and Scheduling Records (Local Government Bulletin C)
 - d. Local Government Records Act (Local Government Bulletin D)
6. **The storage facility must be located entirely within Hidalgo County.**
 - a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
 - b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide information all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.
7. The storage facility must be free of dust and dirt buildup.
8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.
9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.
10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

Con't Specifications

- a) Smoking or use of open flame devices in storage areas shall be prohibited.
 - b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
 - c) Such systems must include adequate smoke and fire early warning systems.
 - d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.
 - e) Halon is a preferred suppression system.
11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.
12. Boxes shall not be stacked more than four (4) boxes high.
13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.
14. Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.
15. The current contractor holding files (boxes) for HIDTA Task Force is Lone Star Shredding & Document Storage and it does not permit the inspection of their premises by interested bid participants.
16. **Records Inventory List.** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of June 30, 2008 includes the following:

INVENTORY:	WIC DEPARTMENT	HIDTA TASK FORCE
Letter/Legal Size Boxes	715	196
Letter Transfer Size Boxes	n/a	n/a
Legal Transfer Size Boxes	n/a	n/a
Non-Standard Size Boxes	n/a	n/a
Books	n/a	n/a
Check Boxes	n/a	n/a

Con't Specifications

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.
18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.
19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed.

Specification(s) for Storage Box: Letter/Legal
12 W x 15 L x 10 H
Separate Cover
Triple Walled (Width)
Double Walled (Length)
Double Bottom

20. **Security Guidelines:** The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.
21. **On-site Access:** The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.
- Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.
22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**
23. **Response Time.** The parties agree to the following response time by Company:
- Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
 - Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

Con't Specifications

- c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**
25. **Hours of Services Required:** Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).
26. **Monthly Reports:** Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found. Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
 - Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
 - An exact electronic inventory of all files must be provided as needed to the County.
 - Both the vendor site and the County must have compatible readers and access to the inventory at all times.
 - All files must be accounted for and tracked through the electronic system at all times, at all sites.
 - Electronic tag on case jacket must be of an accepted industry standard format.
 - RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.
27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, September 17, 2008, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, September 19, 2008.

Con't Specifications

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on Wednesday, September 17, 2008.

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CON'T - SPECIFICATIONS

33. **TERMINATION:**

The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. **CONTRACT ADMINISTRATOR:**

For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

**HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626**

35. **ADDITIONAL PROVISION:**

The following clauses or provisions must be included in the contract:

- A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Hidalgo County WIC Program and HIDTA Task Force. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County WIC Program and HIDTA Task Force, as liquidated damages, the sum of \$1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. **SCOPE OF CONTRACT:**

The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

CON'T - SPECIFICATIONS

The quantities stated in the **Records Inventory List** are the best estimates of the user department(s) inventory as of June 30, 2008. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for.** **No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT:

The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- a. Method of delivery or pickup of files
- b. Place of deliveries.
- c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- d. Description of services to be provided which do not result in additional expenses to the Contractor.
- e. Time of performance (i.e. hours of day, days of week, etc.)

37. FUNDING:

Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. INVOICING:

All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

Con't Specifications

39. INSURANCE AND LIABILITY:

Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

- a. Name COUNTY as additional insured/or an insured, as its interests may appear.
- b. Provide COUNTY a waiver of subrogation.
- c. Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.
- d. Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.
- e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person).....	\$ 300,000.00
Bodily Injury (Each accident).....	\$ 500,000.00
Property Damage	\$ 300,000.00

**General Liability (Including Contractual Liability):
(Each Occurrence)**

Bodily Injury	\$ 500,000.00
Property Damage	\$ 500,000.00

Excess Liability:

Umbrella FormNot Required

Worker's Compensation:.....Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

Con't Specifications

40. DESIGNATED COUNTY HOLIDAYS 2008:

No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	SCHEDULE	2008
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2008
GOOD FRIDAY	FRIDAY	MARCH 21, 2008
MEMORIAL DAY	MONDAY	MAY 26, 2008
INDEPENDENCE DAY	FRIDAY	JULY 04, 2008
LABOR DAY	MONDAY	SEPTEMBER 01, 2008
COLUMBUS DAY	MONDAY	OCTOBER 13, 2008
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2008
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 27-28, 2008
CHRISTMAS DAY	THURSDAY/FRIDAY	DECEMBER 25-26, 2008

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)
2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D", Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 12 pages.
13. Certification Regarding Debarment consisting of 1 page.

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES FOR HIDALGO COUNTY WIC PROGRAM, HIDTA TASK FORCE AND OTHER COUNTY DEPARTMENT(S)"

BID NO.: 2008-162-09-24-otm

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: WIC DEPARTMENT
MONTHLY \$ 715.00 ANNUAL \$ 8580.00

(B) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: HIDTA TASK FORCE
MONTHLY \$ 196.00 ANNUAL \$ 2352.00

(C) PRICE PER BOX FOR STORAGE OF OTHER/ADDITIONAL COUNTY DEPARTMENT(S) THAT MAY WANT TO USE SERVICE. HOWEVER, IF PRICE IS NOT ACCEPTABLE, A COUNTY DEPT(S). MAY SEEK, OTHER BIDS FROM OTHER VENDOR(S) AT ANY TIME FOR THE STORAGE OF THEIR FILES AND WE ARE NOT OBLIGATED TO USE THE AWARDED VENDOR.

PER BOX: \$.81

(D) BIDDER IS TO PROVIDE A BID PRICE FOR THE PURCHASE OF STORAGE BOXES. (PLEASE SPECIFY BOX SIZE)
BID PRICE \$ 2.25 SIZE: 12W x 15L x 10H
BID PRICE \$ 2.25 SIZE: 12W x 15L x 10H

Exhibit ``C''

**Insurance
Requirements**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/12/2008

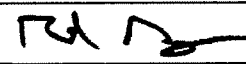
PRODUCER (956)565-2481 FAX (956)565-2733 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes, TX 78570		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CTC Distributing, Inc. 615 Blaze Blvd Edinburg, TX 78539		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: The Republic Group	
		INSURER B: Texas Mutual Ins. Co.	
		INSURER C: Hanover Insurance Company	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMP5636060	11/21/2007	11/21/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP5636061	11/21/2007	11/21/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB5636062	11/21/2007	11/21/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF 0001176109	01/05/2008	01/05/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Hidalgo County Purchasing Department	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Richard Garza/JEN 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.