

SPECIFICATIONS

“OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES” for
HIDALGO COUNTY ADDITIONAL DEPARTMENT(S)
BID NO.: 2008-162-00-00-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.

2. Services will be on an “as-needed basis”. Hidalgo County has the option to add or delete department(s). 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 it intends to transport its files from storage to its own or another facility.
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).
 - 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.

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“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:

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- 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 awarded contractor for this bid 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			
Letter Transfer Size Boxes			
Legal Transfer Size Boxes			
Non-Standard Size Boxes			
Books			
Check Boxes			

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- 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, _____, 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, _____, 2008.

END

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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 January 30, 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.

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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 District Clerk. 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 District Clerk, 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.

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The quantities stated in the **Records Inventory List** are the best estimates of the user department(s) inventory as of June 30, 2007. 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.

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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.

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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 15 pages.
13. Certification Regarding Debarment consisting of 1 page.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

EXHIBIT "A"

AFFIDAVIT

BEFORE ME, the undersigned _____ authority on this _____ 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 _____, bidder/offeror /contractor, of _____ 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/offeror/contractor has received the list of key persons dated _____, 2005, 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/offeror 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/Offeror/Contractor

Signature of Affiant

Typed or Printed Name of Affiant

Title of Affiant

Address

SUBSCRIBED AND SWORN to before me by the said _____ this ____ day of _____ 2007, to certify which witness my hand and seal of office.

Notary Public in and for _____ County, Texas.

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. _____
Print Name Title _____

2. _____
Print Name 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.

EXHIBIT "F"

KEY LIST

**"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY
BID NO.: 2008-162-00-00-otm**

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. JUAN DE DIOS SALINAS, III	HIDALGO COUNTY JUDGE
RIGO VILLARREAL	ADMINISTRATIVE ASSISTANT
HON. SYLVIA A. HANDY	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. OSCAR L. GARZA, JR.	HIDALGO COUNTY PRECINCT NO. 4
	HIDALGO COUNTY WIC PROGRAM
	HIDALGO COUNTY HIDTA TASK FORCE
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT "H"

REQUEST FOR EMERGENCY SERVICES

This is to authorize the retrieval and delivery of records under emergency (special) circumstances as per Section VI, Hours of Service Required, and Section IX, Contract (Special) Provisions, of the ***"Off-Premises Storage, Records Management, Pick Up, Retrieval & Delivery Services - User Department (Type department name) Specifications."***

I, _____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".

Type Name of Department Head and/or Designee

Date

EXHIBIT "B"

BID PAGE

**"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for**

HIDALGO COUNTY

BID NO.: 2008-162-00-00-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 \$ _____ ANNUAL \$ _____

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: HIDTA TASK FORCE

MONTHLY \$ _____ ANNUAL \$ _____

(C) PRICE FOR STORAGE OF **FUTURE** RECORDS INVENTORY FOR ADDITIONAL DEPARTMENT(S):

PER BOX: \$ _____ MONTHLY \$ _____

(D) BIDDER IS TO PROVIDE A BID PRICE FOR THE PURCHASE OF STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE \$ _____ SIZE: _____

BID PRICE \$ _____ SIZE: _____