

RESOLUTION NO. 2017 - 353

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-73 AND TO EXECUTE AN AGREEMENT FOR RECORDS MANAGEMENT AND STORAGE.

RECITALS

WHEREAS, the County desires to enter into contract with DataSavers of Jacksonville, to provide as needed record management and storage services for St. Johns County in accordance with Bid No. 17-73, and

WHEREAS, the scope of services shall include but are not limited to: record storage, destruction of files, pickup and delivery services, supply of materials needed for record collection, storage and destruction including boxes, bags, containers, etc., shredding, record retrieval, photocopying, scanning, imaging and facsimile transmission services, and any and all other services necessary for sufficient records management for St. Johns County. And

WHEREAS, DataSavers of Jacksonville must operate storage facilities owned or leased by DataSavers of Jacksonville to perform the work referenced above; and

WHEREAS, through the County's formal Bid process, DataSavers of Jacksonville was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into contracts to complete the work serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No: 17-73 to DataSavers of Jacksonville and to execute a contract for the services set forth therein.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No: 17-73.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of November, 2017.

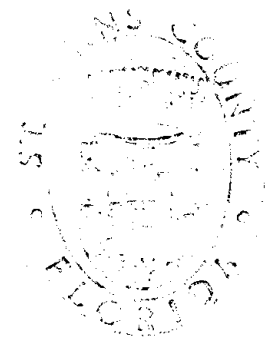
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Watterman
Deputy Clerk

RENDITION DATE 11/9/17





CONTRACT AGREEMENT
BID NO: 17-73; Records Management and Storage
Master Contract #: 17-MCC-DAT-08718

This Contract Agreement (Agreement) is made as of this _____ day of _____, 20____, between **St. Johns County, FL** ("County"), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **DataSavers of Jacksonville** ("Contractor"), authorized to do business in the state of Florida, with mailing address: 888 Suemac Road, Jacksonville, FL 32254; Phone: (904) 786-5749; Fax: (904) 786-1294; Email: mlombardi@DataSaversFL.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for up to two (2) two (2) year renewal periods. This Agreement may be renewed, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all documents associated with the Bid and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Amendments or Change Orders issued hereafter and signed by both parties.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide as needed record management and storage services for any or all St. Johns County departments. The services shall include but are not limited to: record storage, destruction of files, pickup and delivery services, supply of materials needed for record collection, storage and destruction including boxes, bags, containers, etc., shredding, record retrieval, photocopying, scanning, imaging and facsimile transmission services, and any and all other services necessary for sufficient records management for St. Johns County, as specified in Exhibit "B" – Specifications, attached hereto, as submitted by the Contractor, and approved by the County in accordance with Bid No: 17-73 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the designees in each St. Johns County Department, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the Services required under this Contract according to the schedule approved by the County. Any changes to the schedule shall be approved by the County and the Contractor prior to any work being done under an alternate schedule.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor in accordance with the Unit Prices as submitted in Exhibit "A-1", which shall include any and all direct and indirect costs, and reimbursable expenses.
- B. It is strictly understood that the Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor's compensation is based upon the Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a

monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-Contractors through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to the County Department requesting the services, with a copy sent to:
- St. Johns County Office of Management and Budget
500 San Sebastian View
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days

in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 11 – BACKGROUND SCREENINGS

The Contractor shall be required to perform background screenings on any and all employees and other personnel, including subcontractors that will perform services, at any time, on County property, under the awarded Contract. The Contractor shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all Contractor provided personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided below:

- A. Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- B. Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.
- C. Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, entered into a pre-trial intervention in a felony case, or have been found guilty of any crimes involving drugs and/or theft may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.
- D. The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

E. Any and all subcontractors performing work under the direction of the Contractor shall be required to comply with the same background check requirements as provided herein.

ARTICLE 12 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 – LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the work.

ARTICLE 16 - INSURANCE

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any

operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 17 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 19 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 20 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 21 - CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and

request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 22 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Contractor is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 24 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 25 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Contractor shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Contractor shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions

contemplated hereby.

ARTICLE 26 - INDEPENDENT CONTRACTOR RELATIONSHIP

With respect to the Contractor's performance of all work services and activities under this Agreement, the Contractor shall be an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 27 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 28 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

ARTICLE 29 - NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 31 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 32 - COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments

ARTICLE 33 - AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

ARTICLE 34 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 35 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Contractor shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 36 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 37 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 38 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime T. Locklear, MPA, CPPB, FCCM
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

DataSavers of Jacksonville
Attn: Mr. Michael Lombardi, Vice President
888 Suemac Road
Jacksonville, Florida 32254

ARTICLE 39 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 40 - PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if

Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 41 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 42 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 43 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed this Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name of County Representative

Assistant Purchasing Manager
Title of County Representative

Signature – County Representative

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

CONTRACTOR:

DataSavers of Jacksonville
Company Name

Signature of Contractor Representative

Printed Name & Title

Date of Execution

BID NO: 17-73; RECORDS MANAGEMENT AND STORAGE

EXHIBIT "A"

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Prices as submitted on the "Official Bid Form" in the Bid Documents, and attached hereto as Exhibit "A-1". All fees shown in the Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional Services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the County. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

BID NO: 17-73; RECORDS MANAGEMENT AND STORAGE

EXHIBIT "A-1"

CONTRACT PRICING

The Contractor shall bill the County for work completed, according to the Price List shown below. These prices shall remain firm throughout the duration of the initial contract term.

Items	Item Description	Item Price	Unit of Measure
A.	Transfer Cost:		
1.	Initial Transfer of Records:	\$ -	Lump Sum
B.	Monthly Storage:		
2.	Standard Box (1.2 cubic foot):	\$ 0.30	each
3.	Computer Printout Box (1.5 cubic foot):	\$ 0.38	each
4.	2.0 Cubic Foot Box:	\$ 0.50	each
5.	2.5 Cubic Foot Box:	\$ 0.60	each
6.	3.0 Cubic Foot Box:	\$ 0.60	each
7.	24" Rolled Plans	\$ 0.30	each
8.	36" Rolled Plans (various sizes)	\$ 0.30	each
9.	42" Rolled Plans	\$ 0.30	each
10.	11" x 17" Flat Plans	\$ 0.30	each
11.	15" x 12" x 10" Box	\$ 0.30	each
12.	15.75" x 24.5" x 10.25" Box	\$ 0.30	each
13.	12.75" x 16" x 10.25" Box	\$ 0.30	each
14.	12" x 17.5" x 8.5" Box	\$ 0.35	each
15.	Vault Storage	\$ 1.25	cubic foot
16.	Minimum Storage Billing Rate Per Month	\$ -	per month
C.	Environmentally Controlled Records Storage per Month:		
17.	Standard Box (1.2 cubic foot)	\$ 0.55	each
18.	Computer Printout Box (1.5 cubic foot)	\$ 0.65	each
19.	2.0 Cubic foot Box	\$ 0.65	each
20.	2.5 Cubic foot Box	\$ 0.65	each
21.	3.0 Cubic foot Box	\$ 0.75	each
22.	16" x 13" x 7" Box (Magnetic Media)	\$ 2.50	each
23.	12" x 9" x 5" Box (Magnetic Media)	\$ 2.50	each
24.	8" x 12" x 7" Box (Magnetic Media)	\$ 2.50	each
25.	7" x 7" x 2" Box (Magnetic Media)	\$ 2.50	each
D.	Retrieval of Item(s):		
26.	Retrieval – Item (single file) Normal w/in 24hrs:	\$ 1.50	per item
27.	Retrieval – Item (single file) Rush 4 hours:	\$ 2.50	per item
28.	Retrieval – Item (single file) Expedited 2 hours:	\$ 3.50	per item
29.	Retrieval – Item (single file) Emergency After-Hours	\$ 5.00	per item
30.	Retrieval – Item (box) Normal w/in 24hrs:	\$ 1.35	per item
31.	Retrieval – Item (box) Rush 4 hours:	\$ 2.25	per item

32.	Retrieval – Item (box) Expedited 2 hours:	\$ 3.25	per item
33.	Retrieval – Item (box) Emergency After-Hours	\$ 5.00	per item
34.	Remove – Item – single file (Not to be Returned)	\$ 2.50	per item
35.	Remove – Item – box (Not to be Returned)	\$ 3.50	per box
E.	No Find (Files requested but not located in box):		
36.	No Find – Normal (24 Hours)	\$ 1.50	per item
37.	No Find – Rush (4 Hours)	\$ 2.50	per item
38.	No Find – Expedited (2 Hours)	\$ 3.50	per item
39.	No Find – Emergency After-Hours	\$ 5.00	per item
40.	File Previously Retrieved	\$ 1.50	per item
F.	Storage Item Additions:		
41.	Initial Input – Box (Full Service)	\$ 1.35	per box
42.	Initial Input – Box (Customer Supplies Transmittals)	\$ 1.35	per box
43.	Initial Input – Box (Excel)	\$ 1.35	per box
44.	Initial Input – Box (Web)	\$ 1.35	per box
45.	Initial Input – Plan Bag	\$ 1.35	per bag
46.	Initial Input – File (Full Service)	\$ 0.50	per file
47.	Initial Input – File (Transmittals Service)	\$ 0.50	per file
48.	Initial Input – File (Excel)	\$ 0.50	per file
49.	Initial Input – File (Web)	\$ 0.50	per file
50.	Initial Input – Index Additional Fields	\$ 0.05	per field
51.	Interfile Documents into Existing File	\$ 1.50	per file
G.	Pickup and/or Delivery Services – Hard Copies:		
52.	Transportation – Base Normal (24 Hour)	\$ 40.00	per round trip
53.	Transportation Normal Per Item - File/Document	\$ 1.50	per item
54.	Transportation Normal Per Item - Box	\$ 1.50	per item
55.	Transportation Normal Per Item - Rolled Plans	\$ 1.50	per item
56.	Transportation Normal Per Item - Flat Plans	\$ 1.50	per item
57.	Transportation – Base Rush (4 Hour)	\$ 45.00	per round trip
58.	Transportation Rush Per Item - File/Document	\$ 2.50	per item
59.	Transportation Rush Per Item - Box	\$ 2.50	per item
60.	Transportation Rush Per Item - Rolled Plans	\$ 2.50	per item
61.	Transportation Rush Per Item - Flat Plans	\$ 2.50	per item
62.	Transportation – Base Expedited (2 Hour)	\$ 55.00	per round trip
63.	Transportation Expedited Per Item - File/Document	\$ 3.00	per item
64.	Transportation Expedited Per Item - Box	\$ 3.00	per item
65.	Transportation Expedited Per Item - Rolled Plans	\$ 3.00	per item
66.	Transportation Expedited Per Item - Flat Plans	\$ 3.00	per item
67.	Transportation – Base Emergency (After-Hours)	\$ 70.00	per round trip
68.	Transportation Emergency Per Item - File/Document \$	\$ 5.00	per item
69.	Transportation Emergency Per Item - Box	\$ 5.00	per item
70.	Transportation Emergency Per Item - Rolled Plans	\$ 5.00	per item

71.	Transportation Emergency Per Item - Flat Plans	\$ 5.00	per item
72.	Transportation – Mail Base Flat Rate	\$ 5.00	per item
73.	Transportation – UPS Base Flat Rate	\$ 2.00	per item
I.	Pickup and/or Delivery Services – Tape Cases:		
74.	Transportation – Base Normal (24 Hour)	\$ 40.00	per round trip
75.	Transportation Normal Per Item – Tape Case	\$ 1.50	per item
76.	Transportation – Base Rush (4 Hour)	\$ 45.00	per round trip
77.	Transportation Rush Per Item – Tape Case	\$ 2.50	per item
78.	Transportation – Base Expedited (2 Hour)	\$ 55.00	per round trip
79.	Transportation Expedited Per Item – Tape Case	\$ 3.50	per item
80.	Transportation – Base Emergency (After-Hours)	\$ 70.00	per round trip
81.	Transportation Emergency Per Item – Tape Case	\$ 5.00	per item
82.	Transportation – Base (Non-Scheduled)	\$ 40.00	per round trip
83.	Transportation – Per Item (Non-Scheduled)	\$ 1.50	per item
J.	Supplies:		
84.	Standard 1.2 Cubic foot Box (10" x 12" x 25")	\$ 2.25	each
85.	Computer Printout Box 1.4 Cubic foot	\$ 3.00	each
86.	2.0 Cubic foot Box	\$ 3.00	each
87.	2.5 Cubic foot Box	\$ 3.50	each
88.	3.0 Cubic foot Box (17" x 11.5" x 25")	\$ 4.50	each
89.	Plan Bag	\$ 1.75	each
90.	Check Box	\$ 2.75	each
K.	Re-Filing Fee:		
91.	Refile – single file	\$ 1.50	per item
92.	Refile – box	\$ 1.50	per box
L.	Photo Copy Services:		
93.	Done by Vendor	\$ 0.50	per page
94.	Done by Customer	\$ 0.10	per page
M.	Facsimile Transmission of records:		
95.	Fax – Per Page – Normal (w/in 24 hrs.)	\$ 0.25	per page
96.	Fax – Per Page – Rush (w/in 4 hrs.)	\$ 0.35	per page
97.	Fax – Per Page – Expedited (w/in 2 hrs.)	\$ 0.50	per page
N.	Imaging:		
98.	Image & Fax	\$ 0.15	per page
99.	Image & Print (Plus Main Processing and Actual Shipping Fee)	\$ 0.50	per page
100.	Image & Email (attachment) *PDF is the preferred format	\$ 0.15	per page
101.	Image & FTP Link (large files and plans)	\$ 0.15	per page
102.	Image & FTP Link (large files and plans) *PDF is the preferred format	\$ 0.15	per page
103.	Image & Transfer to CD/DVD (Price must include cost of CD/DVD)	\$ 0.12	per page
104.	Image & Transfer to Hard Drive *PDF is the preferred format	\$ 0.12	per page
O.	Records Destruction (recycling only):		
105.	Standard Box (1.2 Cubic foot)	\$ 2.50	each

106.	Computer Printout Box (1.5 Cubic foot)	\$ 3.00	each
107.	2.0 Cubic foot Box	\$ 3.00	each
108.	2.5 Cubic foot Box	\$ 3.00	each
109.	3.0 Cubic foot Box (17" x 11.5" x 25")	\$ 3.50	each
110.	16" x 13" x 7" Box (Magnetic Media)	\$ 2.50	each
111.	12" x 9" x 5" Box (Magnetic Media)	\$ 2.50	each
112.	8" x 12" x 7" Box (Magnetic Media)	\$ 2.50	each
113.	7" x 7" x 2" Box (Magnetic Media)	\$ 2.50	each
114.	Rolled/Flat Plans	\$ 1.50	each
P.	Records Shredding:		
115.	Paper	\$ 0.12	per lb.
116.	Mixed Media	\$ 1.25	per lb.
Q.	Re-boxing Deteriorated Cartons into New Storage Cartons:		
117.	Standard Box (1.2 Cubic foot)	\$ 2.50	each
118.	Computer Printout Box (1.5 Cubic foot)	\$ 2.50	each
119.	2.0 Cubic foot Box	\$ 3.00	each
120.	2.5 Cubic foot Box	\$ 3.00	each
121.	3.0 Cubic foot Box (17" x 11.5" x 25")	\$ 3.00	each
122.	Rolled Plans into Zippered Plastic Bags	\$ 3.00	each
123.	Re-box Service Charge (excluding cost of carton)	\$ 3.00	each
R.	Misc./Special Services:		
124.	Computer Upgrade/Changes	\$ 0.25	per item
125.	Pick-up Multiple Floors/Elevators	\$ -	per person/hour
126.	Fees – Hourly Administrative	\$ -	per hour
127.	Fees – Hourly Supervisory	\$ -	per hour
S.	Processing/Handling: (Preparing inventory, indexing, labeling, organizing, shelving)	\$ 2.00	each
T.	2hr Request for Customer Physical Access to Item at Storage Facility:	\$ -	each
U.	Use of Client Reference Room:	\$ -	per hour
V.	Use of Phone at Storage Facility:	\$ -	each
W.	Report – Generated for Customer	\$ 1.00	per report

BID NO: 17-73; RECORDS MANAGEMENT AND STORAGE

EXHIBIT "B"

SPECIFICATIONS

PICKUP/DELIVERY SERVICES:

Requests for pickup/delivery of boxes/files placed by the County before noon (12pm) of any business day shall be completed by the Contractor by or before end of business (4:30pm) of the same day. If Contractor is unable to locate the box/file/record, the requesting County department shall be contacted via email or phone call by the end of the same business day (4:30pm).

Requests for pickup/delivery of boxes/files placed by the County between noon and end of business (12pm-4:30pm) of any business day shall be completed by the Contractor by or before noon (12pm) of the following business day. If the Contractor is unable to locate the box/file/record, the requesting County department shall be contacted via email or phone call by the end of the same business day (4:30pm).

The Contractor shall be responsible for performing pickup services for the SJC MIS Department once a week, on Thursday by 3:30pm. This schedule for regular pickups shall continue unless otherwise requested by the SJC MIS Department.

The Contractor shall be responsible for providing the County with twenty four (24) hour emergency withdrawal access to records. The Contractor must be capable of providing emergency record withdrawal and delivery services within three (3) hours of an emergency request.

The Contractor shall make every effort to combine pickup and delivery services whenever possible.

ACCESS TO RECORDS:

The Contractor shall provide the County with twenty four (24) hour access to the storage facility. Requests from the County to have physical access to a box/file at the storage facility shall be provided within two (2) hours of the request.

The Contractor shall have on-site photocopy and facsimile transmission services available at all times throughout the duration of the Contract. In the event a need for physical access by the County due to an emergency situation, including but not limited to hurricane, fire, or hostage situation, if use of on-site scanning services or facsimile transmissions is not needed, the County will inform the Contractor upon notice of the request.

ACCESS CONTROL:

The Contractor 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 records. The Contractor shall provide a record of personnel who have requested access to stored records and media. Each County department shall provide a list of authorized personnel who may access that department's records.

Any County records that include health information shall be stored in a manner to meet strict confidentiality requirements. The County is required under the Health Insurance Portability and Accountability Act (HIPAA) to protect the privacy of individually identifiable health information created or maintained by the County. Therefore, the Executive Director or Medical Records/Privacy Officer Supervisor from these departments will provide the Contractor with a list of authorized personnel who may access the records that include health information. All other County departments and/or unauthorized personnel are prohibited from gaining access to these records/files unless previously authorized, in writing, by the necessary department head.

The Contractor shall maintain separate access logs for any County records that deal with health information. The Contractor shall also double lock any records that deal in health information in order to meet HIPAA standards.

The Contractor shall be required to sign a Business Associate Confidentiality Contract with any County department that handles records affected by HIPAA in order to ensure that the County is HIPAA compliant. The Business Associate Confidentiality Contract is separate from the Contract for the services required under this bid, and will not directly or indirectly violate or interfere with the Contract under this bid. However, the Business Associate Confidentiality Contract

shall become effective as part of the contract documents under this bid.

STORAGE FACILITY:

The Contractor shall own and operate a records storage facility that is solidly constructed with secure loading and unloading areas. The construction of the storage facility must be in full compliance with the Public Storage Guidelines for Records Centers and Archives by the Department of State Division of Library and Information Services Bureau of Archives and Records Management, the National Fire Protection Association (NFPA) 232-2017 (or current version), and all other local, state and federal guidelines for public records storage facility. The records storage facility shall also have gas fire suppression equipment for magnetic media.

The Contractor shall also provide an environmentally controlled storage area or vault for storage. Temperature and humidity levels should be even with no fluctuations. Paper records should have a temperature of 65-70°F with 40-50% humidity. Microfilm should have a temperature of 55-68°F with a humidity of 30-40%. Electronic media should have a temperature of 68°F with 30-40% humidity. Environment should meet or exceed Rule Chapter 1B-26 Florida Administrative Code and ANSI standards for storage and handling. Box contents include historical ledgers, paper records and magnetic media and some microfiche security copies. Boxes are added each month and periodically purged according to established destruction requirements.

The storage facility shall also include a climate controlled reference room on-site for access and research of County records by authorized County personnel.

The Contractor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection. It shall be the sole responsibility of the Contractor to insure that no County records are damaged in any way by rodents or insects.

The storage of boxes/files at the storage facility shall be as follows: no more than three (3) boxes/files high on a shelf to prevent crushing, bottom shelves shall be at least four (4) inches above the floor for moisture protection, and records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements described herein. Indexing includes entering items in the Contractor's database and maintaining an updated list of everything on file so that it can be provided upon request by the County.

MAGNETIC MEDIA

The Contractor shall use tamper proof transport containers specifically designed for magnetic media. No other containers shall be used for the transport of magnetic media.

DISASTER PLAN

Pursuant to State of Florida Disaster Recovery of Public Records, the Contractor shall furnish a written disaster plan and recovery procedures for the care and protection of records in the event of a natural disaster (hurricane, flood, fire, etc.) and general emergency preparedness including movement of records if required.

ACCOUNTABILITY

The Contractor must be able to account for all media (boxes, bags, magnetic media, etc.) placed in storage at the time of the annual inventory, scheduled destruction, and upon request by the County. The Contractor shall provide initial and updated inventory listings, written customer procedures and customer training at least twice per year to assist the County in accessing any and all records managed by the Contractor.

RECORDS DESTRUCTION

In accordance with State of Florida Administrative Code Rule Chapter 1B-24 "Public Records Scheduling and Disposition", State of Florida Statutes Chapter 119.021 "Custodial Requirements; Maintenance, Preservation, and Retention of Public Records", State of Florida Statutes Chapter 257.36 "Records and Information Management", and the General Records Schedules for State and Local Government Agencies established by the Florida Department of State Division of Library and Information Services, the Contractor shall provide a written procedure for completing records destruction. A link to the State of Florida Division of Library and Information Services regarding Records Management is listed below: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

Only destruction by recycling shall be accepted, unless the County specifically requests shredding prior to recycling. Paper records containing information that is confidential or exempt from disclosure must be destroyed by burning in an

industrial incineration facility, pulping, pulverizing, shredding, or macerating. Electronic records containing information that is confidential or exempt from disclosure must be destroyed by shredding, crushing, or incineration, high-level overwriting that renders the data unrecoverable, or degaussing/demagnetizing. For other non-paper media containing information that is confidential or exempt from disclosure, such as audio tape, video tape, microforms, photographic films, etc., destruction shall be by pulverizing, shredding, or chemical decomposition/recycling. A Record of Destruction Certificate shall be provided for all records/files destroyed. Authorized County personnel shall be allowed to monitor destruction of County records on both an announced and an unannounced basis. The Contractor shall obtain a written statement of confidentiality from each applicable Contractor employee.

St. Johns County routinely authorizes the destruction of obsolete records in storage. The County shall provide the Contractor with a specific list of eligible and approved boxes or other stored media to be destroyed and the eligible date of destruction. In addition to the routine destruction of records, the County shall request pickup and destruction and/or shredding of records on mixed media such as microfilm, CDs, computer diskettes, videotape, audiotape, and other magnetic tape on an as needed basis. County records shall only be destroyed by the Contractor upon receipt of written authorization signed by a County Department head or their authorized designees. The County departments shall provide the Contractor with a list of personnel who can authorize destruction of records along with the authorized destruction requirements.

BID NO: 17-73; RECORDS MANAGEMENT AND STORAGE

EXHIBIT "C"

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on the date of acceptance by the County, and shall remain in effect for an initial period of three (3) years, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for two (2), two (2) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for these Services.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

September 20, 2017

RE: Bid No: 17-73 – Records Management and Storage

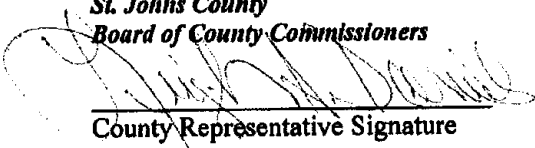
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Data Savers of Jacksonville, Inc. as the lowest responsive, responsible bidder for Bid No: 17-73 – Records Management and Storage. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 4:00 PM, Monday, September 25, 2017.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.



Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 9/20/17

Leigh A. Daniels, CPPB,
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

**ST. JOHNS COUNTY
BID TABULATION**


 DIANA M. FYE

 BRYAN MATUS

OPENED BY
 TABULATED BY
 VERIFIED BY

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
 DECISION WITH RESPECT TO THE AWARD OF ANY BID,
 SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
 PROTEST PROCEDURES MAY BE OBTAINED IN THE
 PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BID TITLE RECORDS MANAGEMENT AND STORAGE

BID NUMBER 17-73

OPENING DATE/TIME September 20, 2017 2:00 PM

POSTING DATE/TIME 09/20/17 4:00 PM FROM 09/20/17 4:00 PM UNTIL 09/25/17 4:00 PM

BIDDERS	TOTAL PACKAGE BID	BID BOND	ADDENDUM #1	ADDENDUM #2				
DATA SAVERS, INC	\$680.04	Yes	Yes	Yes				
ACCESS INFORMATION MANAGEMENT	\$1,197.95	Yes	No	No				

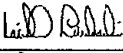
BID AWARD DATE - _____

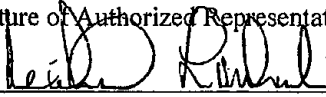
BID NO.: 17-73

OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE

CORPORATE/COMPANY

Full Legal Company Name: DataSavers of Jacksonville (Seal)

By:  Digitally signed by Michael Lombardi
DN: cn=Michael Lombardi, o=DataSavers Inc, email=Michael.Lombardi@datasaversfl.com, c=US
Date: 2017.09.13 09:24:24 -0400 Michael Lombardi/VP
Signature of Authorized Representative (Name & Title typed or printed)

By: 
Signature of Authorized Representative (Name & Title typed or printed)

Address: 888 Suemac Rd, Jacksonville FL 32254

Telephone No.: (904) 786-5749 Fax No.: (904) 786-1294

Email Address for Authorized Company Representative: mlombardi@datasaversfl.com

Federal I.D. Tax Number: 59-2934736 DUNS #: 803704154
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Conflict of Interest Disclosure Form
 - Attachment "C" – License / Certification List
 - Attachment "D" – Professional Association Membership List
 - Attachment "E" – Proof of Insurance
 - Attachment "F" – References
 - Attachment "G" – Certificate as to Corporate Principal
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", and Bid Bond must be completed, along with a fully acknowledged, signed, copy of each Addendum applicable to this Bid, and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 9-1-17

hd 9-15-17

No.: 2 Date Received: 9-6-17

No.: _____ Date Received: _____

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Package Bid Price (Total Sum of all Unit Prices), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "A"

AFFIDAVIT

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Duval. Before me, the undersigned authority, personally appeared Michael Lombardi who, being duly sworn, deposes and says he is (Title) of Vice President (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for BID No: 17-73, Records Management and Storage.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

DataSavers of Jacksonville

(Proposer)

By Michael Lombardi

Vice President

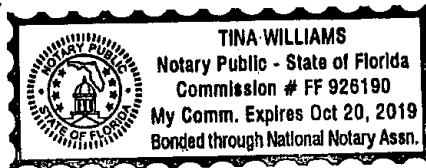
(Title)

STATE OF Florida)

COUNTY OF Duval)

Subscribed and sworn to before me this 18 day of September, 2017, by Michael Lombardi who personally appeared before me at the time of notarization, and who is personally known to me or who has produced personally known as identification.

Tina Williams
Notary Public



My commission expires:

October 20, 2019

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "B"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 17-73 Records Management and Storage

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

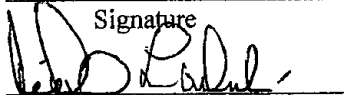
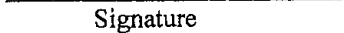
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

DataSavers of Jacksonville

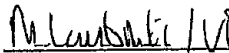
Authorized Representative(s) :


Signature

Signature

Digitally signed by Michael Lombardi
DN: cn=Michael Lombardi, o=DataSavers Inc,
serial=President, businessDevelopment,
c=US, email=m.lombardi@datasavers.com, ou=DS
Date: 2017.02.15 16:09:23 -05'00'

Michael Lombardi/VP

Print Name/Title



Print Name/Title



2017 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/16

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2017

Business Name and Location Address

Certificate Number

DATASAVERS OF JACKSONVILLE INC
888 SUEMAC RD
JACKSONVILLE, FL 32254-2772

26-8012356295-7

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to www.myflorida.com/dor and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.



8/4/16

2016-2017 BUSINESS TAX RECEIPT
MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR
 231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370
 Phone: (904) 630-1916, option 3; Fax: (904) 630-1432
 Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
 This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period
 October 1, 2016 through September 30, 2017.

DATASAVERS OF JACKSONVILLE
 C J SULLIVAN
 888 SUEMAC RD
 JACKSONVILLE, FL 32254-2801

ACCOUNT NUMBER: 10429
LOCATION ADDRESS: 888 SUEMAC RD
 JACKSONVILLE, FL 32254-2801

DESCRIPTION:	WAREHOUSE STORAGE	STATE LICENSE NO.:	
COUNTY RECEIPT DESC:	WAREHOUSE STORAGE	COUNTY TAX:	93.75
MUNICIPAL RECEIPT DESC:	MC 772.326-11	MUNICIPAL TAX:	200.00
		TOTAL TAX PAID:	293.75

VALID UNTIL September 30, 2017

*****ATTENTION*****
THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
 CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

Michael Corrigan J.

TAX COLLECTOR
THIS BECOMES A RECEIPT AFTER VALIDATION.
 PAID-4091862.0001-0001 Y02 07/27/2016 293.75



National Archives and Records Administration

8601 Adelphi Road
College Park, Maryland 20740-6001

April 1, 2014

Ms. Lisa Townes
Department of Health and Human Services
Centers for Medicare and Medicaid Services
7500 Security Blvd, Mail Stop C5-11-24
Baltimore MD 21244

RE: Continued approval of DataSavers storage facility at 888 Suemac Road, Jacksonville, FL.

Dear Ms. Townes:

This letter provides continued approval for CMS use of the facility noted above, based upon our February 26, 2014, routine inspection. Our inspection resulted in no reportable findings. There were no discrepancies from the HHS/CMS certification or with the requirements of 36 CFR 1234.

We reserve the right to conduct inspections in 10 year cycles or to determine if there are any material changes to the facility since the date of our inspection.

Please let me know if you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Rick Blondo".

RICK BLONDO
Management and Program Analyst
Storage Coordination and Logistics

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "D"

9-1-17

PROFESSIONAL ASSOCIATION MEMBERSHIP LIST

In the space below, each Bidder shall list all **current** memberships with professional associations such as: PRISM International, ARMA International, or similar associations.

Each bidder shall attach proof of membership in the association(s) listed below to this form.

Professional Association Name	Date(s) of Membership
ARMA	since 1989
ICRM	since 2012
NAID	since 2012
ISO 9001	since 2012



The Information Management Professionals

certifies that

Charlene J. Sullivan

Member # 29319

is a member of the
Association of Records Managers and Administrators, Inc.

Jacksonville Chapter

and is entitled to all the benefits and privileges of
Association membership.

In witness hereof, the Association has caused this certificate
to be signed by its duly authorized officers
and the seal of the Association to be affixed hereto.

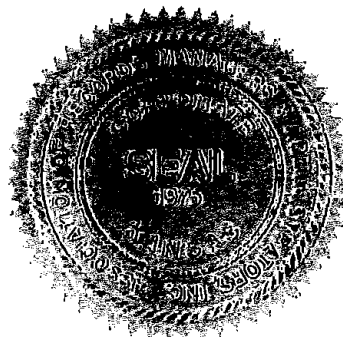
Issued this 1st day of January 1989

Corporate Secretary

Connie L. Hardy

President

H. J. [Signature]



DataSavers

Jacksonville, FL

HAS ACHIEVED CERTIFICATION FROM THE NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION

FOR

Plant-based Operation



ENDORSED MEDIA DESTRUCTION FOR

Paper/Printed,
Physical Hard Drive &
Non-Paper

October 1, 2016 thru September 30, 2017

VALID

Katie Manony
NAID DIRECTOR OF CERTIFICATION

The Board of Regents
of the

Institute of Certified Records Managers

Under and by virtue of the provisions of its
Constitution and Bylaws admits

Michael Lombardi, CRMA

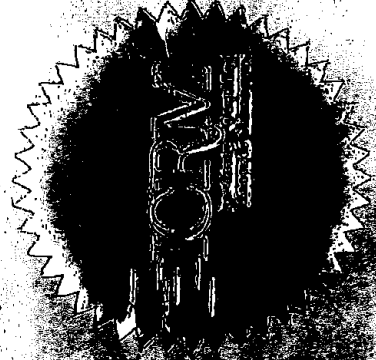
To the Institute as a member with the designation

Certified Records Manager

In witness whereof this Certificate, signed by the Authorized
Officers of the Institute and sealed with its Corporate Seal,
is granted:

Presented at Syracuse, NY this First day of July 2012.

Attest:



Janet Skelton CRMA
President, Institute of Certified Records Managers

Max W. Odox CRMA
Secretary, Institute of Certified Records Managers



EAGLE Registrations Inc.
SERVICE • INTEGRITY • VALUE



Certificate No. 4473 (Reissued February 18, 2016 - 2 Copies)
September 29, 2014 through September 28, 2017

Certificate of Registration

This is to certify that the Quality Management System of



DataSavers, Inc.

888 Suemac Road, Jacksonville, Florida 32254 USA

Has been assessed by **EAGLE Registrations Inc.** and
conforms to the following standard:

ISO 9001:2008

Scope of Registration

Records and Information Management

Certification Director

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "E"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

B. QUESTIONS:

1. The bid states the following: "The Contractor shall retain/store all County records in an environmentally controlled records storage area or vault in a storage facility owned and operated by the Contractor." Review of Duval/Jacksonville property records shows that Access Information Management DOES NOT OWN the facility. Are they ineligible to bid on this contract if they do not own the facility they operate per your specifications standards?

Answer: See #2 in "Section A" above.

2. If all records must be stored in climate controlled area, why does the price list have a section B AND a section C?

Answer: Bid document has been revised removing the environmental controlled only verbiage; see "Section A.2" above. The County will arrange with the Contractor as to whether or not environmentally controlled storage areas are required based on the type of records being stored.

THE BID DUE DATE REMAINS SEPTEMBER 13, 2017 AT 2:00 P.M.

Acknowledgment

 9-18-17

Signature and Date

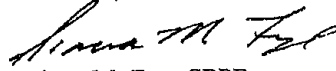
Michael Lombardi/Vice President

Printed Name/Title

DataSavers Inc.

Company Name (Print)

Sincerely,



Diana M. Fye, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1

**BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE**

ATTACHMENT "F"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: DataSavers of Jacksonville 9/15/2017

Bidder W.D. B.M.

Date

Authorized Signature

W.D. B.M. 9-15-17

Digitally signed by Michael Lombardi
DN: cn=Michael Lombardi, o=DataSavers Inc,
ou=Service Providers Business Development,
email=mlombardi@datasaversfl.com, c=US
Date: 2017.09.15 11:50:49 -0400

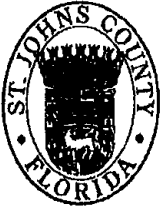
DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
2014 to 2019	Guidewell Source Parent Company of First Coast Service Options Inc. and Novitas Solutions, Inc. 532 Riverdale Avenue Jacksonville, FL 32202 E: Sabrina.Selzer@guidewellsource.com T: (904) 791-4182 F: (904) 361-0418	confidential	Records Management Services Jacksonville, FL
2010 to 2019	Kim Hicks Vice President Deposit & Records Services VyStar Credit Union P.O. Box 45088 Jacksonville, FL 32232-5085 Hicksk@vystarcu.org (904) 908-2724 1-800-445-6288, extension 2724	confidential	Records Management Services Jacksonville, FL
2013 to 2017	Gabriel R. Canelas, MBA Budget Analyst and Contracting Officer Representative (COR) Research Service North Florida/South Georgia Veterans Health System (Station 573) Phone: (352) 548-6000 x4916 Canelas, Gabriel R. <Gabriel.Canelas@va.gov>	\$20,000	Records Management Services Jacksonville, FL

Do you have any similar work in progress at this time? Yes No

Length of time in business: 28 Years

Is your company currently involved in any active litigation? no If Yes, explain: _____

Has your company ever been sued? no If Yes, explain and/or submit court decision or judgment, as applicable: _____



St. Johns County Board of County Commissioners

Purchasing Division

September 6, 2017

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 17-73, Records Management and Storage

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a bid proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

A. EXTENSION OF BID DUE DATE:

The deadline for submittal and opening of bids for BID No. 17-73 has been extended by one week. Sealed bids are due by or before 2:00 PM (EST) on September 20, 2017.

THE BID DUE DATE HAS CHANGED TO SEPTEMBER 20, 2017 AT 2:00 P.M.

Acknowledgment

[Signature], 9-18-17
Signature and Date

Michael Lombardi/Vice President
Printed Name/Title

DataSavers Inc.
Company Name (Print)

Sincerely,

[Signature]
Diana M. Fye, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 2

BID NO: 17-73

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: RECORDS MANAGEMENT AND STORAGE

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 9/15/17

BID PROPOSAL OF

DataSavers of Jacksonville Inc.

Full Legal Company Name

888 Suemac Rd, Jacksonville, FL 32254

904-786-5749

904-786-1294

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the service, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-73 Records Management and Storage in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Each Bidder shall type or print legibly, the Unit Price for each item listed. Any and all direct and indirect costs associated with providing the items listed below, shall be included in the Unit Prices as submitted. If the County is unable to determine the figure being submitted due to illegible handwriting, the County reserves the right to consider that Unit Price a "No Bid".

A. **Transfer Cost:** When applicable, the Contractor must furnish any and all labor, materials and equipment necessary to transfer all St. Johns County records from the regular and/or climate controlled storage at the current locations.

1. **Initial Transfer of Records:** \$ 0.0 Lump Sum

B. **Monthly Storage:**

- 2. **Standard Box (1.2 cubic foot):** \$.30 each
- 3. **Computer Printout Box (1.5 cubic foot):** \$.38 each
- 4. **2.0 Cubic Foot Box:** \$.50 each
- 5. **2.5 Cubic Foot Box:** \$.60 each
- 6. **3.0 Cubic Foot Box:** \$.60 each
- 7. **24" Rolled Plans** \$.30 each
- 8. **36" Rolled Plans (various sizes)** \$.30 each
- 9. **42" Rolled Plans** \$.30 each
- 10. **11" x 17" Flat Plans** \$.30 each
- 11. **15" x 12" x 10" Box** \$.30 each
- 12. **15.75" x 24.5" x 10.25" Box** \$.30 each

pl

OFFICIAL COUNTY BID FORM (cont.)
 RECORDS MANAGEMENT & STORAGE

B. Monthly Storage (Continued):

13.	12.75" x 16" x 10.25" Box	\$.30	each
14.	12" x 17.5" x 8.5" Box	\$.35	each
15.	Vault Storage	\$ 1.25	Cubic Foot
16.	Minimum Storage Billing Rate Per Month	\$ 0.0	Per Month

C. Environmentally Controlled Records Storage per Month:

17.	Standard Box (1.2 cubic foot)	\$.55	each
18.	Computer Printout Box (1.5 cubic foot)	\$.65	each
19.	2.0 Cubic foot Box	\$.65	each
20.	2.5 Cubic foot Box	\$.65	each
21.	3.0 Cubic foot Box	\$.75	each
22.	16" x 13" x 7" Box (Magnetic Media)	\$ 2.50	each
23.	12" x 9" x 5" Box (Magnetic Media)	\$ 2.50	each
24.	8" x 12" x 7" Box (Magnetic Media)	\$ 2.50	each
25.	7" x 7" x 2" Box (Magnetic Media)	\$ 2.50	each

D. Retrieval of Item(s):

26.	Retrieval – Item (single file) Normal w/in 24hrs:	\$ 1.50	per item
27.	Retrieval – Item (single file) Rush 4 hours:	\$ 2.50	per item
28.	Retrieval – Item (single file) Expedited 2 hours:	\$ 3.50	per item
29.	Retrieval – Item (single file) Emergency After-Hours	\$ 5.00	per item
30.	Retrieval – Item (box) Normal w/in 24hrs:	\$ 1.35	per box
31.	Retrieval – Item (box) Rush 4 hours:	\$ 2.25	per box
32.	Retrieval – Item (box) Expedited 2 hours:	\$ 3.25	per box
33.	Retrieval – Item (box) Emergency After-Hours	\$ 5.00	per box
34.	Remove – Item – single file (Not to be Returned)	\$ 2.50	per item
35.	Remove – Item – box (Not to be Returned)	\$ 3.50	per box

E. No Find (Files requested but not located in box):

36.	No Find – Normal (24 Hours)	\$ 1.50	per item
37.	No Find – Rush (4 Hours)	\$ 2.50	per item
38.	No Find – Expedited (2 Hours)	\$ 3.50	per item
39.	No Find – Emergency After-Hours	\$ 5.00	per item

OFFICIAL COUNTY BID FORM (cont.)
 RECORDS MANAGEMENT & STORAGE

E. No Find (Files requested but not located in box) (Continued):

40. File Previously Retrieved \$ 1.50 per item

F. Storage Item Additions:

41. Initial Input – Box (Full Service) \$ 1.35 per box
 42. Initial Input – Box (Customer Supplies Transmittals) \$ 1.35 per box
 43. Initial Input – Box (Excel) \$ 1.35 per box
 44. Initial Input – Box (Web) \$ 1.35 per box
 45. Initial Input – Plan Bag \$ 1.35 per bag
 46. Initial Input – File (Full Service) \$.50 per file
 47. Initial Input – File (Transmittals Service) \$.50 per file
 48. Initial Input – File (Excel) \$.50 per file
 49. Initial Input – File (Web) \$.50 per file
 50. Initial Input – Index Additional Fields \$.05 per field
 51. Interfile Documents into Existing File \$ 1.50 per file

G. Pickup and/or Delivery Services – Hard Copies:

52. Transportation – Base Normal (24 Hour) \$ 40.00 per round trip
 53. Transportation Normal Per Item - File/Document \$ 1.50 per item
 54. Transportation Normal Per Item - Box \$ 1.50 per item
 55. Transportation Normal Per Item - Rolled Plans \$ 1.50 per item
 56. Transportation Normal Per Item - Flat Plans \$ 1.50 per item
 57. Transportation – Base Rush (4 Hour) \$ 45.0 per round trip
 58. Transportation Rush Per Item - File/Document \$ 2.50 per item
 59. Transportation Rush Per Item - Box \$ 2.50 per item
 60. Transportation Rush Per Item - Rolled Plans \$ 2.50 per item
 61. Transportation Rush Per Item - Flat Plans \$ 2.50 per item
 62. Transportation – Base Expedited (2 Hour) \$ 55.0 per round trip
 63. Transportation Expedited Per Item - File/Document \$ 3.00 per item
 64. Transportation Expedited Per Item - Box \$ 3.00 per item
 65. Transportation Expedited Per Item - Rolled Plans \$ 3.00 per item
 66. Transportation Expedited Per Item - Flat Plans \$ 3.00 per item

OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE

H. Pickup and/or Delivery Services – Hard Copies – (Continued):

67.	Transportation – Base Emergency (After-Hours)	\$ 70.0	per round trip
68.	Transportation Emergency Per Item - File/Document	\$ 5.0	per item
69.	Transportation Emergency Per Item - Box	\$ 5.0	per item
70.	Transportation Emergency Per Item - Rolled Plans	\$ 5.0	per item
71.	Transportation Emergency Per Item - Flat Plans	\$ 5.0	per item
72.	Transportation – Mail Base Flat Rate	\$ 5.0	per item
73.	Transportation – UPS Base Flat Rate	\$ 2.00	per item

I. Pickup and/or Delivery Services – Tape Cases:

74.	Transportation – Base Normal (24 Hour)	\$ 40.0	per round trip
75.	Transportation Normal Per Item – Tape Case	\$ 1.50	per item
76.	Transportation – Base Rush (4 Hour)	\$ 45.00	per round trip
77.	Transportation Rush Per Item – Tape Case	\$ 2.50	per item
78.	Transportation – Base Expedited (2 Hour)	\$ 55.0	per round trip
79.	Transportation Expedited Per Item – Tape Case	\$ 3.50	per item
80.	Transportation – Base Emergency (After-Hours)	\$ 70.0	per round trip
81.	Transportation Emergency Per Item – Tape Case	\$ 5.00	per item
82.	Transportation – Base (Non-Scheduled)	\$ 40.0	per round trip
83.	Transportation – Per Item (Non-Scheduled)	\$ 1.50	per item

J. Supplies:

84.	Standard 1.2 Cubic foot Box (10" x 12" x 25")	\$ 2.25	each
85.	Computer Printout Box 1.4 Cubic foot	\$ 3.00	each
86.	2.0 Cubic foot Box	\$ 3.00	each
87.	2.5 Cubic foot Box	\$ 3.50	each
88.	3.0 Cubic foot Box (17" x 11.5" x 25")	\$ 4.50	each
89.	Plan Bag	\$ 1.75	each
90.	Check Box	\$ 2.75	each

K. Re-Filing Fee:

91.	Refile – single file	\$ 1.50	per item
92.	Refile – box	\$ 1.50	per box

OFFICIAL COUNTY BID FORM (cont.)
 RECORDS MANAGEMENT & STORAGE

L. Photo Copy Services:

- 93. Done by Vendor \$.50 _____ per page
- 94. Done by Customer \$.10 _____ per page

M. Facsimile Transmission of records:

- 95. Fax - Per Page - Normal (w/in 24 hrs.) \$.25 _____ per page
- 96. Fax - Per Page - Rush (w/in 4 hrs.) \$.35 _____ per page
- 97. Fax - Per Page - Expedited (w/in 2 hrs.) \$.50 _____ per page

N. Imaging:

- 98. Image & Fax \$.15 _____ per page
- 99. Image & Print* \$.50 _____ per page
 *Plus Main Processing and Actual Shipping Fee
- 100. Image & Email (attachment) \$.15 _____ per page
 *PDF is the preferred format
- 101. Image & FTP Link (large files and plans) \$.15 _____ per page
- 102. Image & FTP Link (large files and plans) \$.15 _____ per plan
 *PDF is the preferred format
- 103. Image & Transfer to CD/DVD \$.12 _____ per page
 *Price must include cost of CD/DVD
- 104. Image & Transfer to Hard Drive \$.12 _____ per page
 *PDF is the preferred format

O. Records Destruction (recycling only):

- 105. Standard Box (1.2 Cubic foot) \$ 2.50 _____ each
- 106. Computer Printout Box (1.5 Cubic foot) \$ 3.00 _____ each
- 107. 2.0 Cubic foot Box \$ 3.00 _____ each
- 108. 2.5 Cubic foot Box \$ 3.00 _____ each
- 109. 3.0 Cubic foot Box (17" x 11.5" x 25") \$ 3.50 _____ each
- 110. 16" x 13" x 7" Box (Magnetic Media) \$ 2.50 _____ each
- 111. 12" x 9" x 5" Box (Magnetic Media) \$ 2.50 _____ each
- 112. 8" x 12" x 7" Box (Magnetic Media) \$ 2.50 _____ each
- 113. 7" x 7" x 2" Box (Magnetic Media) \$ 2.50 _____ each
- 114. Rolled/Flat Plans \$ 1.50 _____ each

OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE

P. Records Shredding:

115	Paper	\$.12	per lb.
116.	Mixed Media	\$ 1.25	per lb.

Q. Re-boxing Deteriorated Cartons into New Storage Cartons:

117.	Standard Box (1.2 Cubic foot)	\$ 2.50	each
118.	Computer Printout Box (1.5 Cubic foot)	\$ 2.50	each
119.	2.0 Cubic foot Box	\$ 3.00	each
120.	2.5 Cubic foot Box	\$ 3.00	each
121.	3.0 Cubic foot Box (17" x 11.5" x 25")	\$ 3.00	each

Q. Re-boxing Deteriorated Cartons into New Storage Cartons (Continued):

122.	Rolled Plans into Zippered Plastic Bags	\$ 3.00	each
123.	Re-box Service Charge (excluding cost of carton)	\$ 3.00	each

R. Misc./Special Services:

124.	Computer Upgrade/Changes	\$.25	per item
125.	Pick-up Multiple Floors/Elevators	\$ 0.00	per person/hour
126.	Fees – Hourly Administrative	\$ 0.0	per hour
127.	Fees – Hourly Supervisory	\$ 0.0	per hour

S. Processing/Handling:
(Preparing inventory, indexing, labeling, organizing, shelving)

\$ 2.00 each

T. 2hr Request for Customer Physical Access to Item at Storage Facility:

\$ 0.00 each

U. Use of Client Reference Room:

\$ 00 per hour

V. Use of Phone at Storage Facility:

\$ 00 each

W. Report – Generated for Customer

\$ 1.0 per report

***Total Package Bid:** \$ 680.04

*All Unit Prices shall be added together and the sum entered in the space above for Total Package Bid. Amounts must be typed or printed legibly in each space to ensure the County's ability to determine the price being bid.

BID NO.: 17-73

BID SUBMITTAL CHECKLIST

BIDDER: DataSavers of Jacksonville

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Bid Form	Official County Bid Form	✓	✓
Attachment A	Affidavit	✓	✓
Attachment B	Conflict of Interest Disclosure Form	✓	✓
Attachment C	License/Certification List	✓	✓
Attachment D	Professional Association Membership List	✓	✓
Attachment E	References	✓	✓
Attachment F	Certificate of Insurance	✓	✓
Attachment G	Certificate as to Corporate Principal	NA	NA
Additional:	Bid Bond	MA	✓ cashiers check
	Acknowledged Addenda	✓	✓
	One (1) Hard-Copy Original and Two (2) Exact Copies.		✓



St. Johns County Board of County Commissioners

Purchasing Division

September 6, 2017

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 17-73, Records Management and Storage

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a bid proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

A. EXTENSION OF BID DUE DATE:

The deadline for submittal and opening of bids for BID No. 17-73 has been extended by one week. Sealed bids are due by or before 2:00 PM (EST) on September 20, 2017.

THE BID DUE DATE HAS CHANGED TO SEPTEMBER 20, 2017 AT 2:00 P.M.

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,

A handwritten signature in cursive script, appearing to read "Diana M. Fye".

Diana M. Fye, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

September 1, 2017

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 17-73, Records Management and Storage

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a bid proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

A. CHANGES TO BID DOCUMENT:

The following changes have been made to the Bid document referenced above:

1. On page 3 (Notice to Bidders), the last sentence in the second paragraph and on page 34 (Specifications), the last sentence in the first paragraph have been revised as follows:

~~The Contractor must own and operate storage facilities that comply with the specifications included herein.~~

"The Contractor must operate storage facilities owned or leased by the Contractor that comply with the specifications included herein."

2. On page 34 (Specifications), the sixth paragraph has been revised as follows:

~~The Contractor shall retain/store all County records in an environmentally controlled records storage area or vault in a storage facility owned and operated by the Contractor.~~

"The Contractor shall retain/store all County records in a records storage area and/or environmentally controlled records area or vault in a storage facility operated and owned or leased by the Contractor."

3. On page 34 (Specifications), the third paragraph has been revised to add an additional storage location St. Johns County records are stored at:

"The Contractor shall be responsible, as necessary, for providing transfer of any and all records from the existing storage facilities, located at 7529 Salisbury Road, Jacksonville, Florida 32256 and 11777 Central Parkway, Jacksonville, Florida 32224, to the Contractor's storage facility upon award of the Contract."

B. QUESTIONS:

1. The bid states the following: "The Contractor shall retain/store all County records in an environmentally controlled records storage area or vault in a storage facility owned and operated by the Contractor." Review of Duval/Jacksonville property records shows that Access Information Management DOES NOT OWN the facility. Are they ineligible to bid on this contract if they do not own the facility they operate per your specifications standards?

Answer: See #2 in "Section A" above.

2. If all records must be stored in climate controlled area, why does the price list have a section B AND a section C?

Answer: Bid document has been revised removing the environmental controlled only verbiage; see "Section A.2" above. The County will arrange with the Contractor as to whether or not environmentally controlled storage areas are required based on the type of records being stored.

THE BID DUE DATE REMAINS SEPTEMBER 13, 2017 AT 2:00 P.M.

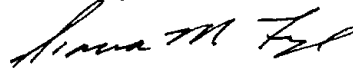
Acknowledgment

Signature and Date

Printed Name/Title

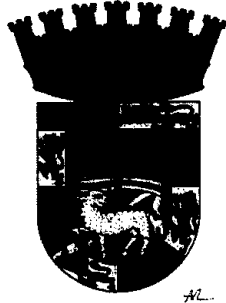
Company Name (Print)

Sincerely,



Diana M. Fye, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID NO: 17-73

RECORDS MANAGEMENT & STORAGE

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main

FINAL: 8/10/17

Bid No: 17-73; Records Management and Storage

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders
Instruction to Bidders

OFFICIAL COUNTY BID FORM AND ATTACHMENTS

Official County Bid Form

Attachments:

- "A" – St Johns County Board of County Commissioners Affidavit
- "B" – Conflict of Interest Disclosure Form
- "C" – License/Certification List
- "D" - Professional Association Membership List
- "E" – Proof of Insurance
- "F" – Experience of Bidder
- "G" – Certificate as to Corporate Principal
- Bid Bond
- Sealed Bid Mailing Label

SPECIFICATIONS

END OF TABLE OF CONTENTS

BID NO: 17-73**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, September 13, 2017 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 17-73; Records Management and Storage. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The scope of work shall include the provision of record management and storage services for any and all St. Johns County departments on an as needed basis. The services that shall be performed include but are not limited to: record storage, destruction of files, pickup and delivery services, supply of materials needed for record collection, storage and destruction including boxes, bags, containers, etc., shredding, record retrieval, photocopying, scanning, imaging and facsimile transmission services, and any and all other services necessary for sufficient records management for St. Johns County. The Contractor must own and operate storage facilities that comply with the specifications included herein.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 17-73. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Diana M. Fye, CPPB, Procurement Coordinator, St. Johns County Purchasing, via email to dfye@sjcfl.us or fax to (904) 209-0163.

Any and all questions or requests for information relating to this Bid shall be submitted in writing by or before close of business (5:00PM) on August 30, 2017, to the Designated Point of Contact provided below:

Designated Points of Contact: Diana M. Fye, CPPB, Procurement Coordinator
 SJC Purchasing Department
 500 San Sebastian View
 St. Augustine FL 32084
 Email: dfye@sjcfl.us
 Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact the Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this Bid as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication may result in disqualification from consideration for award of a contract for these services.

Bid Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **BID 17-73 Records Management and Storage**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Bids shall be submitted in **TRIPPLICATE (one (1) hard-copy original and two (2) exact copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
 500 San Sebastian View
 St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for

periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida ("County") OR ("Owner")

PROJECT: BID NO.: 17-73; Records Management and Storage

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under

which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Diana M. Fye, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at dfye@sicfl.us or fax to (904) 209-0163.

Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the designated point of contact listed below. Questions must be submitted, *in writing*, no later than five o'clock (5:00PM) on Wednesday, August 30, 2017, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Designated Points of Contact: Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact the Procurement Supervisor at ldaniels@sjcfl.us.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPLICATE (one (1) hard-copy original and two (2) exact copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 17-73; Records Management and Storage."

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
---	--

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Package Bid amount (total sum of all unit prices) submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit Attachment "G" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "G" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in

this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must be fully licensed to do business in the State of Florida. Each bidder must complete Attachment "C" – License/Certification List and attach a copy of each license and certificate shown and submit with their Bid Proposal.

Bidders must be a member in good standing with one (1) or more professional associations such as: PRISM International (Professional Records & Information Services Management), ARMA International (Association of Records Managers and Administrators, or similar organizations and provide proof of membership with his/her Bid Proposal. Each bidder must complete Attachment "D" – Professional Association Membership List and attach proof of membership with each association shown and submit with their Bid Proposal.

SUB-CONTRACTORS

The Contractor shall not sub-contract, assign, or otherwise allow a separate vendor to perform any aspect of the services required under this contract without prior written authorization of the County.

Each Respondent shall submit, with his RFP Package, a list of proposed Subcontractors and major materials suppliers to be used if awarded the contract. A copy of Attachment "F", "List of Proposed Subcontractors", provided herein shall be used to submit this information with each RFP Package. Each Respondent shall also provide documentation to fully demonstrate the qualifications of any and all proposed subcontractors and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all subcontractors including any and all licenses/certifications held, education and experience related information for each subcontractor. If no Subcontractors or major material suppliers are required, so state there on. Any work proposed by the Contractor, that shall be performed by any sub-contractor shall be previously approved by the County, prior to any work being performed.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by a respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County, prior to a change being made.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

CONTRACT AGREEMENT & TERM

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of three (3) years, with the opportunity to renew the contract for two (2) two (2) year renewal periods. The renewal of the Contract Agreement shall be contingent upon satisfactory performance by the Contractor, availability of funds, and the approval of the SJC Departments and Purchasing Manager. The County is under no obligation under this contract to exercise any of the available extensions.

In the event that a Contract Agreement is attached to the Bid, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the Bid, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any bid proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Bid Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Bid Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the Bid.

The executed agreement between St. Johns County and the awarded Contractor shall be nonexclusive. As such, the County reserves the right to separately identify and bid as an individual project(s) or make separate purchase(s) of any services, parts, materials, supplies and/or equipment pertaining to its Records Management and Storage, as necessary to serve the best interests of the County.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

OSHA REQUIREMENTS & COMPLIANCE

Each Bidder warrants that the products supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety & Health Act of 1970, as amended. The Contractor shall further warrant that St. Johns County shall be held harmless against any unsafe conditions.

Each Bidder certifies that all items contained in this Bid meets all OSHA requirements. The Contractor shall further certify that if the items delivered are subsequently found to be deficient in any OSHA requirement in effect on the date of deliver, all costs necessary to bring the item(s) into compliance with these requirements shall be the sole responsibility of the Contractor.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

QUANTITIES

St. Johns County reserves the right to increase or decrease the quantity of items at any time throughout the duration of the Contract. Prices shall remain the same for all unit price list items throughout the duration of the Contract, unless amended by the County. Any items added to or subtracted from the unit price list shall be at the price stated in the authorizing amendment, and shall not change unless further amended by the County.

PAYMENT TERMS

The Contractor shall bill each County Department at the end of each month for services performed for that department. The Contractor shall send invoices to the respective departments at the address provided below with attention to the designated department representative listed. The County has Net 30 day terms. Pricing submitted indicating a discount if paid within a certain number of days will not be acceptable.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 17-73

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: RECORDS MANAGEMENT AND STORAGE

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the service, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-73 Records Management and Storage in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Each Bidder shall type or print legibly, the Unit Price for each item listed. Any and all direct and indirect costs associated with providing the items listed below, shall be included in the Unit Prices as submitted. If the County is unable to determine the figure being submitted due to illegible handwriting, the County reserves the right to consider that Unit Price a "No Bid".

A. Transfer Cost: When applicable, the Contractor must furnish any and all labor, materials and equipment necessary to transfer all St. Johns County records from the regular and/or climate controlled storage at the current locations.

1. **Initial Transfer of Records:** \$ _____ Lump Sum

B. Monthly Storage:

2. **Standard Box (1.2 cubic foot):** \$ _____ each

3. **Computer Printout Box (1.5 cubic foot):** \$ _____ each

4. **2.0 Cubic Foot Box:** \$ _____ each

5. **2.5 Cubic Foot Box:** \$ _____ each

6. **3.0 Cubic Foot Box:** \$ _____ each

7. **24" Rolled Plans** \$ _____ each

8. **36" Rolled Plans (various sizes)** \$ _____ each

9. **42" Rolled Plans** \$ _____ each

10. **11" x 17" Flat Plans** \$ _____ each

11. **15" x 12" x 10" Box** \$ _____ each

12. **15.75" x 24.5" x 10.25" Box** \$ _____ each

**OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE**

B. Monthly Storage (Continued):

- 13. 12.75" x 16" x 10.25" Box \$ _____ each
- 14. 12" x 17.5" x 8.5" Box \$ _____ each
- 15. Vault Storage \$ _____ Cubic Foot
- 16. Minimum Storage Billing Rate Per Month \$ _____ Per Month

C. Environmentally Controlled Records Storage per Month:

- 17. Standard Box (1.2 cubic foot) \$ _____ each
- 18. Computer Printout Box (1.5 cubic foot) \$ _____ each
- 19. 2.0 Cubic foot Box \$ _____ each
- 20. 2.5 Cubic foot Box \$ _____ each
- 21. 3.0 Cubic foot Box \$ _____ each
- 22. 16" x 13" x 7" Box (Magnetic Media) \$ _____ each
- 23. 12" x 9" x 5" Box (Magnetic Media) \$ _____ each
- 24. 8" x 12" x 7" Box (Magnetic Media) \$ _____ each
- 25. 7" x 7" x 2" Box (Magnetic Media) \$ _____ each

D. Retrieval of Item(s):

- 26. Retrieval – Item (single file) Normal w/in 24hrs: \$ _____ per item
- 27. Retrieval – Item (single file) Rush 4 hours: \$ _____ per item
- 28. Retrieval – Item (single file) Expedited 2 hours: \$ _____ per item
- 29. Retrieval – Item (single file) Emergency After-Hours \$ _____ per item
- 30. Retrieval – Item (box) Normal w/in 24hrs: \$ _____ per box
- 31. Retrieval – Item (box) Rush 4 hours: \$ _____ per box
- 32. Retrieval – Item (box) Expedited 2 hours: \$ _____ per box
- 33. Retrieval – Item (box) Emergency After-Hours \$ _____ per box
- 34. Remove – Item – single file (Not to be Returned) \$ _____ per item
- 35. Remove – Item – box (Not to be Returned) \$ _____ per box

E. No Find (Files requested but not located in box):

- 36. No Find – Normal (24 Hours) \$ _____ per item
- 37. No Find – Rush (4 Hours) \$ _____ per item
- 38. No Find – Expedited (2 Hours) \$ _____ per item
- 39. No Find – Emergency After-Hours \$ _____ per item

**OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE**

E. No Find (Files requested but not located in box) (Continued):

40. File Previously Retrieved \$ _____ per item

F. Storage Item Additions:

- 41. Initial Input – Box (Full Service) \$ _____ per box
- 42. Initial Input – Box (Customer Supplies Transmittals) \$ _____ per box
- 43. Initial Input – Box (Excel) \$ _____ per box
- 44. Initial Input – Box (Web) \$ _____ per box
- 45. Initial Input – Plan Bag \$ _____ per bag
- 46. Initial Input – File (Full Service) \$ _____ per file
- 47. Initial Input – File (Transmittals Service) \$ _____ per file
- 48. Initial Input – File (Excel) \$ _____ per file
- 49. Initial Input – File (Web) \$ _____ per file
- 50. Initial Input – Index Additional Fields \$ _____ per field
- 51. Interfile Documents into Existing File \$ _____ per file

G. Pickup and/or Delivery Services – Hard Copies:

- 52. Transportation – Base Normal (24 Hour) \$ _____ per round trip
- 53. Transportation Normal Per Item - File/Document \$ _____ per item
- 54. Transportation Normal Per Item - Box \$ _____ per item
- 55. Transportation Normal Per Item - Rolled Plans \$ _____ per item
- 56. Transportation Normal Per Item - Flat Plans \$ _____ per item
- 57. Transportation – Base Rush (4 Hour) \$ _____ per round trip
- 58. Transportation Rush Per Item - File/Document \$ _____ per item
- 59. Transportation Rush Per Item - Box \$ _____ per item
- 60. Transportation Rush Per Item - Rolled Plans \$ _____ per item
- 61. Transportation Rush Per Item - Flat Plans \$ _____ per item
- 62. Transportation – Base Expedited (2 Hour) \$ _____ per round trip
- 63. Transportation Expedited Per Item - File/Document \$ _____ per item
- 64. Transportation Expedited Per Item - Box \$ _____ per item
- 65. Transportation Expedited Per Item - Rolled Plans \$ _____ per item
- 66. Transportation Expedited Per Item - Flat Plans \$ _____ per item

OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE

H. Pickup and/or Delivery Services – Hard Copies – (Continued):

- 67. Transportation – Base Emergency (After-Hours) \$ _____ per round trip
- 68. Transportation Emergency Per Item - File/Document \$ _____ per item
- 69. Transportation Emergency Per Item - Box \$ _____ per item
- 70. Transportation Emergency Per Item - Rolled Plans \$ _____ per item
- 71. Transportation Emergency Per Item - Flat Plans \$ _____ per item
- 72. Transportation – Mail Base Flat Rate \$ _____ per item
- 73. Transportation – UPS Base Flat Rate \$ _____ per item

I. Pickup and/or Delivery Services – Tape Cases:

- 74. Transportation – Base Normal (24 Hour) \$ _____ per round trip
- 75. Transportation Normal Per Item – Tape Case \$ _____ per item
- 76. Transportation – Base Rush (4 Hour) \$ _____ per round trip
- 77. Transportation Rush Per Item – Tape Case \$ _____ per item
- 78. Transportation – Base Expedited (2 Hour) \$ _____ per round trip
- 79. Transportation Expedited Per Item – Tape Case \$ _____ per item
- 80. Transportation – Base Emergency (After-Hours) \$ _____ per round trip
- 81. Transportation Emergency Per Item – Tape Case \$ _____ per item
- 82. Transportation – Base (Non-Scheduled) \$ _____ per round trip
- 83. Transportation – Per Item (Non-Scheduled) \$ _____ per item

J. Supplies:

- 84. Standard 1.2 Cubic foot Box (10" x 12" x 25") \$ _____ each
- 85. Computer Printout Box 1.4 Cubic foot \$ _____ each
- 86. 2.0 Cubic foot Box \$ _____ each
- 87. 2.5 Cubic foot Box \$ _____ each
- 88. 3.0 Cubic foot Box (17" x 11.5" x 25") \$ _____ each
- 89. Plan Bag \$ _____ each
- 90. Check Box \$ _____ each

K. Re-Filing Fee:

- 91. Refile – single file \$ _____ per item
- 92. Refile – box \$ _____ per box

OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE

L. Photo Copy Services:

- 93. Done by Vendor \$ _____ per page
- 94. Done by Customer \$ _____ per page

M. Facsimile Transmission of records:

- 95. Fax – Per Page – Normal (w/in 24 hrs.) \$ _____ per page
- 96. Fax – Per Page – Rush (w/in 4 hrs.) \$ _____ per page
- 97. Fax – Per Page – Expedited (w/in 2 hrs.) \$ _____ per page

N. Imaging:

- 98. Image & Fax \$ _____ per page
- 99. Image & Print* \$ _____ per page
*Plus Main Processing and Actual Shipping Fee
- 100. Image & Email (attachment) \$ _____ per page
*PDF is the preferred format
- 101. Image & FTP Link (large files and plans) \$ _____ per page
- 102. Image & FTP Link (large files and plans) \$ _____ per plan
*PDF is the preferred format
- 103. Image & Transfer to CD/DVD \$ _____ per page
*Price must include cost of CD/DVD
- 104. Image & Transfer to Hard Drive \$ _____ per page
*PDF is the preferred format

O. Records Destruction (recycling only):

- 105. Standard Box (1.2 Cubic foot) \$ _____ each
- 106. Computer Printout Box (1.5 Cubic foot) \$ _____ each
- 107. 2.0 Cubic foot Box \$ _____ each
- 108. 2.5 Cubic foot Box \$ _____ each
- 109. 3.0 Cubic foot Box (17" x 11.5" x 25") \$ _____ each
- 110. 16" x 13" x 7" Box (Magnetic Media) \$ _____ each
- 111. 12" x 9" x 5" Box (Magnetic Media) \$ _____ each
- 112. 8" x 12" x 7" Box (Magnetic Media) \$ _____ each
- 113. 7" x 7" x 2" Box (Magnetic Media) \$ _____ each
- 114. Rolled/Flat Plans \$ _____ each

OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE

P. Records Shredding:

- 115 Paper \$ _____ per lb.
- 116. Mixed Media \$ _____ per lb.

Q. Re-boxing Deteriorated Cartons into New Storage Cartons:

- 117. Standard Box (1.2 Cubic foot) \$ _____ each
- 118. Computer Printout Box (1.5 Cubic foot) \$ _____ each
- 119. 2.0 Cubic foot Box \$ _____ each
- 120. 2.5 Cubic foot Box \$ _____ each
- 121. 3.0 Cubic foot Box (17" x 11.5" x 25") \$ _____ each

Q. Re-boxing Deteriorated Cartons into New Storage Cartons (Continued):

- 122. Rolled Plans into Zippered Plastic Bags \$ _____ each
- 123. Re-box Service Charge (excluding cost of carton) \$ _____ each

R. Misc./Special Services:

- 124. Computer Upgrade/Changes \$ _____ per item
- 125. Pick-up Multiple Floors/Elevators \$ _____ per person/hour
- 126. Fees – Hourly Administrative \$ _____ per hour
- 127. Fees – Hourly Supervisory \$ _____ per hour

S. Processing/Handling: \$ _____ each
(Preparing inventory, indexing, labeling, organizing, shelving)

T. 2hr Request for Customer Physical Access to Item at Storage Facility: \$ _____ each

U. Use of Client Reference Room: \$ _____ per hour

V. Use of Phone at Storage Facility: \$ _____ each

W. Report – Generated for Customer \$ _____ per report

*Total Package Bid: \$ _____

*All Unit Prices shall be added together and the sum entered in the space above for Total Package Bid. Amounts must be typed or printed legibly in each space to ensure the County's ability to determine the price being bid.

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Package Bid Price (Total Sum of all Unit Prices), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO.: 17-73

**OFFICIAL COUNTY BID FORM (cont.)
RECORDS MANAGEMENT & STORAGE**

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Conflict of Interest Disclosure Form
 - Attachment "C" – License / Certification List
 - Attachment "D" – Professional Association Membership List
 - Attachment "E" – Proof of Insurance
 - Attachment "F" – References
 - Attachment "G" – Certificate as to Corporate Principal
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", and Bid Bond must be completed, along with a fully acknowledged, signed, copy of each Addendum applicable to this Bid, and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "A"

AFFIDAVIT

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for BID No: 17-73, Records Management and Storage.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "B"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 17-73 Records Management and Storage

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____

Signature

Print Name/Title

Signature

Print Name/Title

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "E"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "F"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: _____
Bidder
_____ Date
_____ Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

Do you have any similar work in progress at this time? _____ Yes _____ No

Length of time in business: _____ Years

Is your company currently involved in any active litigation? _____ If Yes, explain: _____

Has your company ever been sued? _____ If Yes, explain and/or submit court decision or judgment, as applicable: _____

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE

ATTACHMENT "G"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20___, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO.: 17-73

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For
RECORDS MANAGEMENT AND STORAGE
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 17-73

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

BID SUBMITTAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Bid Form	Official County Bid Form		
Attachment A	Affidavit		
Attachment B	Conflict of Interest Disclosure Form		
Attachment C	License/Certification List		
Attachment D	Professional Association Membership List		
Attachment E	References		
Attachment F	Certificate of Insurance		
Attachment G	Certificate as to Corporate Principal		
Additional:	Bid Bond		
	Acknowledged Addenda		
	One (1) Hard-Copy Original and Two (2) Exact Copies.		

SPECIFICATIONS

BID NO: 17-73
RECORDS MANAGEMENT AND STORAGE
MINIMUM SPECIFICATIONS & CONDITIONS
St. Johns County, FL

The scope of work shall include the provision of as needed record management and storage services for any or all St. Johns County departments. The services shall include but are not limited to: record storage, destruction of files, pickup and delivery services, supply of materials needed for record collection, storage and destruction including boxes, bags, containers, etc., shredding, record retrieval, photocopying, scanning, imaging and facsimile transmission services, and any and all other services necessary for sufficient records management for St. Johns County. The Contractor must own and operate storage facilities that comply with the specifications included herein.

The Constitutional Offices of St. Johns County, including Clerk of Courts, Property Appraiser, Sheriff's Office, Supervisor of Elections, and Tax Collector are authorized to utilize the awarded Contract, as needed, as requested.

The New Contractor shall be responsible, as necessary, for providing transfer of any and all records from the existing storage facility, located at 7529 Salisbury Road, Jacksonville, Florida 32256, to the Contractor's storage facility upon award of the Contract.

The County currently stores 2,553 boxes of records with Access Information Management of Georgia, LLC. During the year 2016, the current Contractor processed 249 record retrievals and 80 boxes were destroyed, per the County's request. These are **NOT** fixed numbers, as the amount of records stored with, retrieved from, and destroyed by the Contractor, will fluctuate depending on destruction dates in accordance with the State of Florida Records Retention Schedule, and the County's changing storage capabilities.

The Contractor shall insure that all records placed in storage by the County shall be boxed or rolled into zippered bags as appropriate for the type of record(s) being stored. No loose records shall be permitted to be stored at the Contractor's facility.

The Contractor shall retain/store all County records in an environmentally controlled records storage area or vault in a storage facility owned and operated by the Contractor.

PICKUP/DELIVERY SERVICES:

Requests for pickup/delivery of boxes/files placed by the County before noon (12pm) of any business day shall be completed by the Contractor by or before end of business (4:30pm) of the same day. If Contractor is unable to locate the box/file/record, the requesting County department shall be contacted via email or phone call by the end of the same business day (4:30pm).

Requests for pickup/delivery of boxes/files placed by the County between noon and end of business (12pm-4:30pm) of any business day shall be completed by the Contractor by or before noon (12pm) of the following business day. If the Contractor is unable to locate the box/file/record, the requesting County department shall be contacted via email or phone call by the end of the same business day (4:30pm).

The Contractor shall be responsible for performing pickup services for the SJC MIS Department once a week, on Thursday by 3:30pm. This schedule for regular pickups shall continue unless otherwise requested by the SJC MIS Department.

The Contractor shall be responsible for providing the County with twenty four (24) hour emergency withdrawal access to records. The Contractor must be capable of providing emergency record withdrawal and delivery services within three (3) hours of an emergency request.

The Contractor shall make every effort to combine pickup and delivery services whenever possible.

ACCESS TO RECORDS:

The Contractor shall provide the County with twenty four (24) hour access to the storage facility. Requests from the County to have physical access to a box/file at the storage facility shall be provided within two (2) hours of the request.

The Contractor shall have on-site photocopy and facsimile transmission services available at all times throughout the duration of the Contract. In the event a need for physical access by the County due to an emergency situation, including but not limited to hurricane, fire, or hostage situation, if use of on-site scanning services or facsimile transmissions is not needed, the County will inform the Contractor upon notice of the request.

ACCESS CONTROL:

The Contractor 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 records. The Contractor shall provide a record of personnel who have requested access to stored records and media. Each County department shall provide a list of authorized personnel who may access that department's records.

Any County records that include health information shall be stored in a manner to meet strict confidentiality requirements. The County is required under the Health Insurance Portability and Accountability Act (HIPAA) to protect the privacy of individually identifiable health information created or maintained by the County. Therefore, the Executive Director or Medical Records/Privacy Officer Supervisor from these departments will provide the Contractor with a list of authorized personnel who may access the records that include health information. All other County departments and/or unauthorized personnel are prohibited from gaining access to these records/files unless previously authorized, in writing, by the necessary department head.

The Contractor shall maintain separate access logs for any County records that deal with health information. The Contractor shall also double lock any records that deal in health information in order to meet HIPAA standards.

The Contractor shall be required to sign a Business Associate Confidentiality Contract with any County department that handles records affected by HIPAA in order to ensure that the County is HIPAA compliant. The Business Associate Confidentiality Contract is separate from the Contract for the services required under this bid, and will not directly or indirectly violate or interfere with the Contract under this bid. However, the Business Associate Confidentiality Contract shall become effective as part of the contract documents under this bid.

STORAGE FACILITY:

The Contractor shall own and operate a records storage facility that is solidly constructed with secure loading and unloading areas. The construction of the storage facility must be in full compliance with the Public Storage Guidelines for Records Centers and Archives by the Department of State Division of Library and Information Services Bureau of Archives and Records Management, the National Fire Protection Association (NFPA) 232-2017 (or current version), and all other local, state and federal guidelines for public records storage facility. The records storage facility shall also have gas fire suppression equipment for magnetic media.

The Contractor shall also provide an environmentally controlled storage area or vault for storage. Temperature and humidity levels should be even with no fluctuations. Paper records should have a temperature of 65-70°F with 40-50% humidity. Microfilm should have a temperature of 55-68°F with a humidity of 30-40%. Electronic media should have a temperature of 68°F with 30-40% humidity. Environment should meet or exceed Rule Chapter 1B-26 Florida Administrative Code and ANSI standards for storage and handling. Box contents include historical ledgers, paper records and magnetic media and some microfiche security copies. Boxes are added each month and periodically purged according to established destruction requirements.

The storage facility shall also include a climate controlled reference room on-site for access and research of County records by authorized County personnel.

The Contractor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection. It shall be the sole responsibility of the Contractor to insure that no County records are damaged in any way by rodents or insects.

The storage of boxes/files at the storage facility shall be as follows: no more than three (3) boxes/files high on a shelf to prevent crushing, bottom shelves shall be at least four (4) inches above the floor for moisture protection, and records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements described herein. Indexing includes entering items in the Contractor's database and maintaining an updated list of everything on file so that it can be provided upon request by the County.

MAGNETIC MEDIA

The Contractor shall use tamper proof transport containers specifically designed for magnetic media. No other containers shall be used for the transport of magnetic media.

DISASTER PLAN

Pursuant to State of Florida Disaster Recovery of Public Records, the Contractor shall furnish a written disaster plan and

recovery procedures for the care and protection of records in the event of a natural disaster (hurricane, flood, fire, etc.) and general emergency preparedness including movement of records if required.

ACCOUNTABILITY

The Contractor must be able to account for all media (boxes, bags, magnetic media, etc.) placed in storage at the time of the annual inventory, scheduled destruction, and upon request by the County. The Contractor shall provide initial and updated inventory listings, written customer procedures and customer training at least twice per year to assist the County in accessing any and all records managed by the Contractor.

RECORDS DESTRUCTION

In accordance with State of Florida Administrative Code Rule Chapter 1B-24 "Public Records Scheduling and Disposition", State of Florida Statutes Chapter 119.021 "Custodial Requirements; Maintenance, Preservation, and Retention of Public Records", State of Florida Statutes Chapter 257.36 "Records and Information Management", and the General Records Schedules for State and Local Government Agencies established by the Florida Department of State Division of Library and Information Services, the Contractor shall provide a written procedure for completing records destruction. A link to the State of Florida Division of Library and Information Services regarding Records Management is listed below: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

Only destruction by recycling shall be accepted, unless the County specifically requests shredding prior to recycling. Paper records containing information that is confidential or exempt from disclosure must be destroyed by burning in an industrial incineration facility, pulping, pulverizing, shredding, or macerating. Electronic records containing information that is confidential or exempt from disclosure must be destroyed by shredding, crushing, or incineration, high-level overwriting that renders the data unrecoverable, or degaussing/demagnetizing. For other non-paper media containing information that is confidential or exempt from disclosure, such as audio tape, video tape, microforms, photographic films, etc., destruction shall be by pulverizing, shredding, or chemical decomposition/recycling. A Record of Destruction Certificate shall be provided for all records/files destroyed. Authorized County personnel shall be allowed to monitor destruction of County records on both an announced and an unannounced basis. The Contractor shall obtain a written statement of confidentiality from each applicable Contractor employee.

St. Johns County routinely authorizes the destruction of obsolete records in storage. The County shall provide the Contractor with a specific list of eligible and approved boxes or other stored media to be destroyed and the eligible date of destruction. In addition to the routine destruction of records, the County shall request pickup and destruction and/or shredding of records on mixed media such as microfilm, CDs, computer diskettes, videotape, audiotape, and other magnetic tape on an as needed basis. County records shall only be destroyed by the Contractor upon receipt of written authorization signed by a County Department head or their authorized designees. The County departments shall provide the Contractor with a list of personnel who can authorize destruction of records along with the authorized destruction requirements.

END OF SECTION

SEALED BID MAILING LABEL

**BID NO: 17-73
Records Management and Storage**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 17-73
BID TITLE:	Records Management and Storage
DUE DATE/TIME:	By 2:00PM – September 13, 2017
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Diana M. Fye 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT