



INVITATION FOR BIDS

Records Storage Services

2009-2836-1524

October 9, 2008

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

Scope of Work: To store and provide/perform storage management, and approved destruction of inactive records for the City's Department of Public Utilities (Waterworks). This contract may be extended to other City departments.

Bid Due: October 21, 2008 @ 2:30 p.m.

Contract Officer:

Marie-Therese (Mimi) M. Gartner, CPPB, Buyer, (757) 926-8040, email: mgartner@nngov.com

ONE ORIGINAL AND TWO COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

CONDITIONS AND INSTRUCTIONS

Rev: 06/17/08

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
2. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.
3. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
4. Receipt of your bid by the City is not to be construed as an award or an order to ship.
5. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
6. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request Administrative withdrawal procedures will be provided that shall be used for that purpose.
7. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
8. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
9. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nngov.com/purchasing or www.demandstar.com

10. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
11. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the

Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder not desiring to bid to other jurisdictions under this clause shall so indicate in their response.

12. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
13. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
14. In case of error in the extension of prices, the unit price shall govern.
15. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
16. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
17. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

18. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
19. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
20. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
21. By signing this bid, the bidder assigns to the City any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
22. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
23. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
24. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **The contractor certifies**

that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

25. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

26. **Payment Terms:**

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
- d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

27. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

28. In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.

29. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals, except contract disputes, shall be made within ten days of either public notice of award, or the actual award, whichever is first.
30. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**
31. The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.
32. This public body does not discriminate against faith based organizations.
33. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
- a) He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

34. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

35. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
36. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
37. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or

circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.

38. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
39. Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative. Violation may result in a determination that your firm is ineligible for award.
40. Questions or comments related to this solicitation should be directed to the Contract Officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE **MBE** **WBE**

2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

COOPERATIVE BIDDING

The City of Newport News issues this Invitation for Bids (IFB) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7)), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Bidders are advised that all resultant contracts will be extended, with the authorization of the bidder, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible bidder during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful bidder obligated to contract with other SVGPC members; however, if such a contract is entered, the successful bidder will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
 City of Hampton
 City of Newport News
 City of Norfolk
 City of Portsmouth
 City of Virginia Beach
 City of Williamsburg
 County of Gloucester
 County of James City
 County of King William
 County of York

Newport News Public Schools
 Williamsburg/James City County Public Schools
 York County Public Schools
 Christopher Newport University
 College of William & Mary
 Norfolk State University
 Tidewater Community College
 Jamestown/Yorktown Foundation
 Southeastern Public Service Authority

Revised, 09/27/05

GENERAL

The City of Newport News Department of Public Utilities (Waterworks) requires the services of a commercial records storage facility for storing, storage management, and approved destruction of inactive records. The majority of the records are enclosed in standard letter/legal file boxes [1.2 cubic feet] and computer printout/report boxes ([1.5 cubic feet] or [1.8 cubic feet]). There are also odd size records such as old ledger books and engineering drawings placed in storage in double standard letter/legal file boxes (2.4 cubic feet) or architect cartons (3 cubic feet) and (.9 cubic feet). Also included are some historical records that must be stored in a climate-controlled area.

Waterworks currently stores approximately 1600 boxes of records, including 36 boxes of historical records requiring climate controlled storage, at the Entrust Records Management facility located at 807 Bluecrab Road in Newport News, VA. This equates to approximately 2100 cubic feet (including 40 cubic feet in climate controlled storage) using the volume assigned to each box size as stated above. Annual addition to the records in storage is anticipated to be approximately 100 boxes (140 cubic feet) a year, taking into account the annual destruction of obsolete records.

Pickup and delivery of records may be from one of five Waterworks locations as follows:

Waterworks Administrative Offices
700 Town Center Drive (1st, 4th & 5th floors)
Newport News, VA 23606

Waterworks Lee Hall Plant
421 Waterworks Way
Newport News, VA 23608

Waterworks 60th Street Building
6100 Warwick Blvd
Newport News, VA 23607

Waterworks Lee Hall Operations Center
425 Industrial Park Drive
Newport News, VA 23608

Waterworks Harwood's Mill Plant
3629 George Washington Memorial Hwy
Yorktown, VA 23693

Waterworks Satellite Office
2600 Washington Ave. 1st floor
Newport News, VA 23607

Bidder shall provide a brief description of transmittal procedures and any other requirements to be placed on Waterworks in order to use the records storage facility and its services.

SPECIFICATIONS

Bidder shall meet the following required specifications. Any and all associated fees/charges for which Waterworks might be charged to meet these requirements shall be noted in the Pricing Schedule:

General Requirements

1. Vendor shall have proven experience as a Records Storage facility. Three (3) records storage customer references shall be provided with the bid. The references shall be from current Tidewater customers of two or more years duration. (Use the reference form provided on page 13)

2. Vendor shall be a member in good standing of one or more professional associations such as PRISM International (Professional Records & Information Services Management) or ARMA International (The Association for Information Management Professionals).
3. Vendor shall provide regular pick-up/delivery services as follows:
 - a. Requests for pickup/delivery of boxes/files placed in the morning (before noon) of a business day will be filled the afternoon (by 5:00 p.m.) of the same business day.
 - b. Requests for pickup/delivery of boxes/files placed in the afternoon (by 5:00 p.m.) of a business day will be filled the morning (before noon) of the next business day.
4. A request for customer access to a box/file shall be filled in 3 hours without incurring a rush or emergency withdrawal charge.
5. Vendor shall be capable of emergency one (1) hour record withdrawal and delivery service. Vendor shall provide 24-hour withdrawal access to Department records.
6. Vendor shall combine delivery and pickup of boxes into one trip when requested, and shall meet the delivery requirements listed above.
7. Vendor shall have on-site photocopy and facsimile transmission services available.
8. Vendor shall have a local (Tidewater area) phone number for requesting records storage services and for contacting customer service and support. Vendor shall retain Waterworks boxes at a local (Tidewater area) records storage facility.

Provide the exact address of the storage facility and indicate the distance from Waterworks Administrative Offices at 700 Town Center Drive:

Address: _____

Distance: _____ miles

9. Vendor shall provide transfer of records from existing storage facility to new facility.

STORAGE FACILITY

10. **Construction.** The records storage facility shall be solidly constructed, with secure loading and unloading areas. Please state materials used in construction of the walls, floors, and roof of the facility in the blanks provided.
 - a. Floors shall support at least 300 pounds per square foot, and shall be at or above ground level to assure dry storage. **Floor Construction:** _____
 - b. Walls surrounding the record storage area shall be four-hour fire resistant.
Wall Construction: _____
 - c. Roof shall be of non-combustible construction and leak proof.
Roof Construction: _____
11. The records storage facility must meet all applicable requirements of National Fire Protection Association (NFPA) 232-2000.

12. Vendor shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area or vault for storage of approximately 40 standard and computer boxes. Box contents include historical ledgers and paper records. Vendor shall have controls and a log showing the environmental temperature does not exceed 74°F and relative humidity does not exceed 50 percent.
13. The records storage facility shall include a climate controlled (average office environment temperature and humidity) on-site room for access and research of Waterworks records by authorized Waterworks personnel.
14. **Pest control.** Vendor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection.
15. **Security.** Vendor shall furnish a detailed description of 24-hour security, including intrusion protection and fire detection systems in place monitored from outside the facility. Vendor shall provide proof of a zoned fire suppression system, and the performance of periodic tests.

Note: Prior to the final award of this bid, the Department of Public Utilities (Waterworks) CRM, or other authorized representatives of the City of Newport News may arrange a site visit to check the facility where the City's records will be stored. The City of Newport News reserves the right to make intermittent, unannounced inspections of records storage facilities throughout the duration of this contract.

16. **Storing.** Boxes shall be stacked no more than three (3) high on a shelf to prevent crushing. Boxes shall be placed on shelving at least 4 inches off the floor for moisture protection. Records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements detailed throughout these specifications. (See items 3 - 5)

STORAGE MANAGEMENT

17. **Access Control.** The vendor shall provide measures to meet any confidentiality requirements on the records placed in storage by the Waterworks and shall have procedures for access authorization and controlled access to Waterworks records. Vendor shall also provide documented procedures for notifying the Waterworks immediately in case of disaster damage or destruction of Waterworks records. (This may be included in the Disaster Plan required in item 18 below).
18. **Disaster Plan.** Vendor shall furnish a written disaster plan and recovery procedures for the care and protection of records in the event of natural disasters (hurricane, flood, fire, etc...), and general emergency preparedness including movement of records if required.
19. **Accountability.** Vendor must be able to account for all boxes placed in storage in the annual inventory, during scheduled destruction, and upon request by the City. Vendor shall provide initial and updated inventory listings, written customer procedures and customer training at least once a year. The inventory listings must show, at a minimum, the Waterworks assigned box number, box location, and size of box in cubic feet.

20. Vendor shall provide a detailed list of all transactions with each monthly invoice. Vendor shall provide copies of all work orders referenced on each invoice.
21. Costs associated with permanently removing records – palletizing, shrink-wrapping, dock usage, etc., should be reasonable and limited to contract rates for retrieval, removing data from the database, and staging items for shipping or destruction. The cost of permanent withdrawal of boxes and any additional cost for termination of account must be specifically defined in the bid response.

DESTRUCTION

22. Vendor shall provide a written procedure for completing records destruction. *Only destruction by recycling*, or, when shredding is requested by Waterworks, subsequent recycling of shredded material, *shall be accepted*. A certificate of destruction shall be provided for all boxes destroyed. Authorized Waterworks personnel shall be allowed to monitor destruction of Waterworks records on both an announced and an unannounced basis.
23. Waterworks routinely authorizes the destruction of obsolete records in storage, currently once a year. This is accomplished by Waterworks providing the vendor with a specific list of eligible and approved boxes to be destroyed and the eligible date of destruction. From time to time, Waterworks also will request pickup of obsolete records to be destroyed. In addition, Waterworks occasionally has need for shredding services to destroy records on mixed media such as microfilm, CDs, floppy disks, computer diskettes, videotape, audiotape and other magnetic tape. Waterworks records shall be destroyed by the vendor only upon receipt of a written destruction authorization signed by the Waterworks Records Manager and the Waterworks Information Technology Division Manager or their delegates.

***REFERENCES**

Please provide a minimum of 3 local (Tidewater area) customers currently using your records storage facility and service.

-1- NAME AND ADDRESS OF FIRM (CUSTOMER)

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-2- NAME AND ADDRESS OF FIRM (CUSTOMER)

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-3- NAME AND ADDRESS OF FIRM (CUSTOMER)

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

** The City reserves the right to ask for additional information.*

The current records inventory, as of June 30, 2008 is indicated below. The successful contractor must be able to show that additional capacity beyond this is available at the storage facility.

-REGULAR STORAGE-

<u>Quantity</u>	<u>Box Size</u>	<u>Cubic Feet</u>
1075	1.2 cubic foot boxes (Standard)	1290
413	1.5 cubic foot boxes (Computer)	619.5
34	1.8 cubic foot boxes (large Computer)	61.2
1	2 cubic foot box	2.4
9	3 cubic foot boxes (large architect)	27
9	0.9 cubic foot box (small architect)	8.1

-CLIMATE CONTROLLED STORAGE-

<u>Quantity</u>	<u>Box Size</u>	<u>Cubic Feet</u>
34	1.2 cubic foot boxes (Standard)	40.8
4	1.5 cubic foot boxes (Computer)	6
1	2 cubic foot box	204
1	0.9 cubic foot box (small architect)	0.9

PRICING SCHEDULE

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

Item #	Description	Cost for Each Service
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1. **Transfer Cost:** When applicable, bidder shall furnish all labor, materials and equipment for the transfer of all records from the City’s current storage location site to the successful bidder location.

\$ _____ Lump Sum

2. **Monthly Storage:**

	<u>By Box</u>	<u>OR</u>	<u>By Cubic Foot</u>
a. Standard Box	\$ _____ each		\$ _____ per cu. ft.
b. Computer Printout Box (1.5)	\$ _____ each		\$ _____ per cu. ft.
c. Computer Printout Box (1.8)	\$ _____ each		\$ _____ per cu. ft.
d. 2 Cubic-foot Box	\$ _____ each		\$ _____ per cu. ft.
e. Architect Box (56” x 7 1/8” x 13”)	\$ _____ each		\$ _____ per cu. ft.
f. Architect Box (40” x 6” x 6”)	\$ _____ each		\$ _____ per cu. ft.

3. **Environmentally Controlled Records Storage:**

	<u>By Box</u>	<u>OR</u>	<u>By Cubic Foot</u>
a. Standard Box	\$ _____ each		\$ _____ per cu. ft.
b. Computer Printout Box	\$ _____ each		\$ _____ per cu. ft.
c. Computer Printout Box (1.8)	\$ _____ each		\$ _____ per cu. ft.
d. 2 Cubic-foot Box	\$ _____ each		\$ _____ per cu. ft.
e. Architect Box (56” x 7 1/8” x 13”)	\$ _____ each		\$ _____ per cu. ft.
f. Architect Box (40” x 6” x 6”)	\$ _____ each		\$ _____ per cu. ft.

4. **Pickup and/or Delivery Service:**

	<u>By Box</u>	<u>OR</u>	<u>By Cubic Foot</u>
a. Standard Box	\$ _____ each		\$ _____ per cu. ft.
b. Computer Printout Box (1.5)	\$ _____ each		\$ _____ per cu. ft.
c. Computer Printout Box (1.8)	\$ _____ each		\$ _____ per cu. ft.
d. 2 Cubic-foot Box	\$ _____ each		\$ _____ per cu. ft.
e. Architect Box (56” x 7 1/8” x 13”)	\$ _____ each		\$ _____ per cu. ft.
f. Architect Box (40” x 6” x 6”)	\$ _____ each		\$ _____ per cu. ft.

5. **Pickup/Delivery Round Trip:**

a. Waterworks Admin Offices	\$ _____ each
b. Waterworks 60th Street	\$ _____ each

Item #	Description	Cost for Each Service	
c.	Waterworks Satellite Office	\$ _____	each
d.	Waterworks Harwood's Mill	\$ _____	each
e.	Waterworks Lee Hall Plant	\$ _____	each
f.	Waterworks Lee Hall Ops Ctr.	\$ _____	each
6.	<u>Emergency Services:</u>	\$ _____	
7.	<u>Receiving/Handling:</u> (Preparing inventory, indexing, labeling, placing on shelving)	\$ _____	
8.	<u>Inventory Listing:</u>	\$ _____	
9.	<u>Temporary Withdrawal from storage:</u>		
a.	File/Document	\$ _____	each
b.	Box	\$ _____	each
10.	<u>Permanent Withdrawal from storage:</u>		
a.	File/Document	\$ _____	each
b.	Box	\$ _____	each
11.	<u>Re-filing:</u>		
a.	File/Document	\$ _____	each
b.	Box	\$ _____	each
12.	<u>Facsimile Transmission of client records (per page):</u>	\$ _____	page
13.	<u>Photocopy Services (per page):</u>		
a.	Copying Done By Vendor	\$ _____	page
b.	Copying Done By Customer	\$ _____	page
14.	<u>Records Destruction, including pick-up:</u> (recycling only)		
		<u>By Box</u>	<u>OR</u>
			<u>By Cubic Foot</u>
a.	Standard Box	\$ _____	each
b.	Computer Printout Box (1.5)	\$ _____	each
c.	Computer Printout Box (1.8)	\$ _____	each
d.	2 Cubic-foot Box	\$ _____	each
e.	Architect Box (56" x 7 1/8" x 13")	\$ _____	each
f.	Architect Box (40" x 6" x 6")	\$ _____	each
			\$ _____ per cu. ft.
			\$ _____ per cu. ft.
			\$ _____ per cu. ft.
			\$ _____ per cu. ft.
			\$ _____ per cu. ft.
			\$ _____ per cu. ft.

Item #	Description	Cost for Each Service
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15. **Records Shredding (per pound):**

- a. Paper \$ _____ pound
- b. Mixed- Media \$ _____ pound

16. **Labor:** (Labor is understood to be included in the ‘Cost for Each Service’; however, this hourly charge may be applied for miscellaneous requirements not otherwise identified.)

\$ _____ hour

17. **Additional:** (Please list any additional charges your firm may require to provide services.)

- a. _____ \$ _____
- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____
- e. _____ \$ _____

QUANTITY

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

PRICING

Prices bid shall remain firm through June 30, 2009. Beginning July 1, 2009, prices may be adjusted annually according to the *Price Escalation/De-Escalation* terms below.

PRICE ESCALATION/DE-ESCALATION

Contract prices may be adjusted annually on July 1st based upon the Consumer Price Index - Urban Wage Earners and Clerical Workers (**CPI - W**), U.S. city average, not seasonally adjusted for series Id: Services (CWUR0000SAS). Annual adjustments shall equal the percentage increase/decrease as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Price adjustments will not be automatic. The contractor shall submit a written request (email, facsimile, etc...) to the City. The CPI-W percentage change will be applied to the then current contract prices. Consumer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi/>.

Fuel and/or other surcharges shall not be allowed (See Conditions and Instructions, #12).

The City reserves the right to negotiate reductions in the quoted price schedule at any time during any contract period.

CONTRACT TERM

The contract term shall be from the date of award through October 30, 2009 with options to renew, at the City's discretion, for four (4) additional years in one (1) year increments. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

NOTE: The City operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and subsequent renewal periods.

AWARD

Award will be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the overall lowest **responsible** and **responsive** bidder. *Award will be based on applying bid prices from each vendor to a composite of Waterworks FY07 and FY08 records storage activities.* The Vendor with the lowest annual cost that meets all required bid specifications will be awarded the contract. In addition to price, the City shall consider automated inventory tracking systems and reporting, and the availability of additional records inventorying, re-boxing, and indexing services.

The City reserves the right to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the purchasing agent to be in the best interest of the City.

QUESTIONS

All questions pertaining to this IFB shall be directed to the buyer listed on the front of this document **not later than two business days prior to bid due date**. Questions must be submitted in writing by facsimile (FAX 757 926-8038) or by email (mgartner@nngov.com) to the buyer at Purchasing, City Hall, 2400 Washington Avenue, Newport News, VA 23607.

EXCEPTIONS:

Bidder must sign one appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

PAYMENT TERMS IF OTHER THAN 2%-20 NET 30 DAYS _____

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results may be obtained from our web site:

www.nngov.com/purchasing or www.demandstar.com

For a complete written tally sheet, please send a stamped, self-addressed envelope to our office, indicating the bid number, date opened, and a note requesting a tally sheet. Include \$0.25 per page for handling. Vendor may contact Purchasing to determine the number of pages.

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____