



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, April 03, 2017**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP NO. 2017-016 RECORDS STORAGE & SHREDDING SERVICES OF CITY RECORDS

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at lfuentes@cityofedinburg.com.

Hand Delivered RFP'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **120** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

RECORDS STORAGE & SHREDDING SERVICES OF CITY RECORDS

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for: Records Storage & Shredding Services of City Records.

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, One (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 120 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for **RECORDS STORAGE & SHREDDING SERVICES OF CITY RECORDS** as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be

furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class

C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, April 03, 2017 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the **RFP 2017-016** for **“RECORDS STORAGE & SHREDDING SERVICES OF CITY RECORDS”**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SPECIFICATIONS AND REQUIREMENTS

Revisions to the Request for Proposals (RFP) specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.

1. Services will be on an **“as needed basis”**. Should the City determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the City shall provide a minimum of thirty (30) days written notice to the vendor that **City of Edinburg** intends to transport its (own City of Edinburg) files from the current awarded vendor’s storage to its own (City of Edinburg) facility or another facility **at no additional cost to the City.**

2. The bidder must provide the following services:
 - a. Storage of all new/additional records in a proper storage box.
 - b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the City described in page 5 (#25) herein and in Exhibit “H”.
 - c. Deliver files/boxes as requested by the City.
 - d. All files/boxes for the City of Edinburg, Hidalgo County, Texas must be kept in one storage facility located in the City of Edinburg, Hidalgo County, Texas.
 - e. Any storage boxes requiring replacement shall be provided at no charge to the City.
 - f. All files/boxes for each City Department/Office must be kept in one location and in close proximity. (i.e., all files/boxes of the City shall be kept in one location within the one storage facility).
 - g. All files or boxes sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate City Department, refiled or re-shelved.
 - h. The awarded vendor shall provide an inventory listing of all City boxes stored on its site. An updated inventory progress report shall be provided to the City Secretary/Records Manager on a monthly basis attached to the monthly invoice.
 - i. The awarded vendor must provide for the proper disposition of inactive records in accordance to the city’s Code of Ordinances and state law.
 - j. The awarded vendor shall provide properly secure shredding services within a facility located in the City of Edinburg, Hidalgo County, Texas.
 - k. Shredding of any inactive records shall be done only with the written authorization from the Records Management Committee (which consists of the City Secretary/Records Manager, City Manager, City Attorney, and Director of Finance) for the City of Edinburg only after the disposition of records has been officially approved by the City Council.
 - l. Shredding services for the city’s inactive documents shall be done within the city limits of the City of Edinburg. Written confirmation is required to be provided by the vendor after every service of properly secured shredding and disposition of the records services has been provided.
 - m. Under NO CIRCUMSTANCE shall PERMANENT/ARCHIVAL records be shred or disposed of.

3. For purposes of this RFP:

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

“Pick-Up” is defined as the actual physical carrying and transporting of a file or box from the City by the bidder with the intent of filing and storing such file or box at the bidder’s facility.

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

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

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

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

- a. Smoking or use of open flame devices in storage areas shall be prohibited.
 - b. The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
 - c. Such systems must include adequate smoke and fire early warning systems.
 - d. Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.
 - e. Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.
10. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area. The temperature shall be checked periodically in summer months.
11. Boxes shall not be stacked more than four (4) boxes high.
12. The contractor must maintain an adequate pest control program that includes at least two termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to the City Records Manager under this RFP. Failure to provide proof of inspections within 10 days of such inspections may result in City of Edinburg terminating the contract without notice to the vendor. The City shall be notified immediately if any insect infestation is detected inside the storage facility especially where City records are stored.
14. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage (i.e. mold) to records occurs.
15. The current awarded contractor for this service is **CTC Distributing located in Edinburg, Texas** and it does not permit the inspection of their premises by interested bid participants.
16. City Records Storage Inventory List: For the purposes of this RFP submittal the following is an approximate inventory to the best of the City's knowledge. Such inventory as of the date of the advertising of this RFP includes the following:

Storage Inventory List	Inactive
Letter Size Boxes	1,200
Legal Size Boxes	2
Non-Standard Size Boxes	0
Other	0

23. **Response Time.** The parties agree to the following response time by Company:
- a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
 - b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.
 - c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**
25. **Hours of Services Required:** Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services)
26. **Monthly Reports:** City of Edinburg requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the City Department no later than the 10th day after the end of each month.

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

- Must maintain an electronic database that is accessible from multiple sites.
 - An exact electronic inventory of all boxes must be provided as needed to the City.
 - Both the vendor site and the City must have compatible box lists.
 - The City must have access to the boxed inventory at all times.
 - All boxes and files must be accounted for and tracked at all times, at all sites.
 - If the tracking system submitted by the vendor in the bid is not the system preferred by City of Edinburg (as indicated and specified in the RFP packet), the City of Edinburg reserves the right to request a demonstration of the system in order to assess and ensure compliance with City of Edinburg needs and requirements.
27. **Additional Information:** City of Edinburg is requesting that any and all questions, inquiries and clarification regarding qualifications of this RFP may be addressed to: Myra L. Ayala Garza, City Secretary/Records

Manager via Email at: mayala@cityofedinburg.com or Joe Rios, Records Processing Specialist via Email at: jrios@cityofedinburg.com prior to the opening date. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

28. **TERM OF CONTRACT:** The initial term of contract will commence upon award and execution of a contract for a two (2) year period. The City shall have the right to extend the contract for three (3) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the City's RFP described on the bid page.
29. **OPTION TO RENEW:** City of Edinburg may renew the contract for three (3) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.
30. **GRACE PERIOD:** City of Edinburg reserves the right to continue this RFP under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new RFP, or the City's inability to obtain all records from the storage site.
31. **CONTRACT AWARD:** City of Edinburg reserves the right to award a contract to the responsible bidder meeting all specifications, the vendor who submits the best value, or the most advantageous to the city under this RFP for all items and services identified in the Specifications and General Provisions.

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

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

32. **PURCHASE ORDER:** Contractor will not perform any services until a purchase order number is assigned by the City of Edinburg Purchasing Department and a Contract has been executed by both parties. Vendor will reference contract number and purchase orders on all invoices submitted to the City of Edinburg City Secretary. Actual requirements will be stated through issuance of a purchase order against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.
33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by City with sixty (60) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.
34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the City Secretary/Records Manager named below shall act as contract administrator on behalf of City of Edinburg:

Myra L. Ayala Garza
City Secretary/Records Manager
415 West University Drive
Edinburg, Texas 78541
(956) 388-1851

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:
- A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the City. The vendor and City of Edinburg agree that the loss of files or documents by the vendor will result in certain damages and costs to the City which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and City of Edinburg agree that the vendor shall pay to the City of Edinburg, as liquidated damages, the sum of \$1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and City of Edinburg agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.
36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be as follows:
- a) **A firm fixed price, estimated quantity contract** calling for delivery of the products and services identified in the specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder.
- b) Upon acceptance of the RFP by City of Edinburg and the issuance of a Contract Award by the City of Edinburg, the contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.
- c) During the term of the agreement, should the volume of boxes increase or decrease for **the City of Edinburg**, **THIS RFP SHALL BE ON A PER BOX UNIT COST AS VOLUME OF BOXES INCREASES OR DECREASES** for the storage of the City of Edinburg records at the staffed facility and at which all files will be stored in proper storage. City of Edinburg reserves the right to utilize whichever option is most beneficial to City of Edinburg.
- The quantities stated in the RFP reflects an approximate amount. This represents a realistic estimate based on past consumption for purposes of securing a RFP price. **The quantities are not firm and are not hereby ordered or called for.** No City Department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of a particular office and/or department. Actual requirements for services will be stated through issuance of the purchase order with an executed contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase order is issued.
37. **CHANGES TO GENERAL SCOPE OF CONTRACT:** The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
- a. Method of delivery or pickup of files

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

38. **FUNDING:** Funds for payment on the proposed contract have been provided through the CITY OF EDINBURG budget approved by the Edinburg City Council only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of City of Edinburg to be included in each proposed budget within the foreseeable future as deemed necessary.

The City Council expects this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, the CITY OF EDINBURG cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for City extends from October 01st to September 31st of each calendar year.

39. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. City of Edinburg will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

40. **DESIGNATED CITY HOLIDAYS:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. A calendar of the City's Official Holidays will be provided upon the awarding of the bid and execution of the contract.

EVALUATION AND SELECTION PROCEDURE

EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the vendor or vendors whose proposal is the most advantageous to the City of Edinburg, considering price and meeting the specifications and requirements set forth herein. The City's evaluation committee will make the final determination about acceptability of proposals.

EVALUATION PROCESS

The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted and may take the form of questions to be answered by the Vendors and conducted by mail or e-mail at the discretion of the City of Edinburg. During the evaluation process, the evaluation committee may request assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the City of Edinburg.

Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation will be made part of the evaluation. If it is determined to be in the best interest of the City of Edinburg, the City may invite Vendors to make final revisions to their proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the City of Edinburg considering both price and factors set forth in this RFP.

EVALUATION CRITERIA

The Evaluation committee will evaluate the proposals using the criteria below. The committee shall determine which proposals have met the specifications and requirements of the RFP and shall have the authority to determine whether any deviation from the specifications and requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

Total maximum score is 100 points. The City of Edinburg evaluates and weighs the follow criteria when evaluating Vendor's responses. These standards are listed in descending order of importance.

Evaluation Criteria	Weight
Cost of Service(s)	30 points
Meets Specifications and Requirements	25 points
Meets Facility & Security Standards	20 points
Experience and Capabilities	15 points
References	10 points

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AFFIDAVIT

BEFORE ME, the undersigned _____ authority on this _____ day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____(City) , Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated _____ , 2016, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the quote, bid, offer, or contract.

Bidder/Offeror/Contractor

Signature of Affiant

Title of Affiant

Typed or Printed Name of Affiant

Address

SUBSCRIBED AND SWORN to before me by the said _____ this __ day of _____ 2016, to certify which witness my hand and seal of office.

Notary Public in and for _____ (City), Texas.

Signature of

Typed or printed name of notary

My commission expires: _____

EXHIBIT "A"

ATTACHMENT 1

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

1. _____
Print Name Title

2. _____
Print Name Title

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

**“OFF PREMISES RECORDS STORAGE, RECORDS MANAGEMENT, RECORDS PICK UP,
RETRIEVAL & DELIVERY, AND AUTHORIZED RECORDS SHREDDING SERVICES”**

**for
CITY OF EDINBURG**

- I. **Vehicles**: List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by City of Edinburg. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

- II. **System/Equipment**: List equipment that you will be utilizing to render the services detailed in the specifications. (i.e. shelving, file storage, tracking system).

- III. **Staffing**: Number of employees that will be assigned to render all specifications detailed herein for storage boxes for City of Edinburg? Explain staff positions and duties. Provide the City Confidentiality Agreements for each employee assigned to render all specifications detailed for the City of Edinburg.

EXHIBIT "F"

**LIST OF KEY PERSONNEL
"OFF PREMISES RECORDS STORAGE, RECORDS MANAGEMENT, RECORDS PICK UP,
RETRIEVAL & DELIVERY, AND AUTHORIZED RECORDS SHREDDING SERVICES"
FOR
CITY OF EDINBURG**

LIST OF KEY CITY PERSONNEL FOR RECORDS MANAGEMENT

NAME OF INDIVIDUAL	POSITION HELD
MYRA L. AYALA GARZA	CITY SECRETARY/RECORDS MANAGER
JOE RIOS	RECORDS PROCESSING SUPERVISOR

EXHIBIT "G"

RECORDS BOX REQUEST FORM	
Box No. Requested:	Description of Contents:
Requested by (City Staff & Department):	
Delivered By:	
Received By Signature:	Date & Time:
This is to certify that the above-named person is duly authorized to receive the information being requested herein. It is this party's responsibility to ensure the return of these documents.	
City of Edinburg City Secretary/ Records Manager, or Designated Assignee:	
Date & Time Returned:	
Returned by:	Signature:
<i>City of Edinburg "Information Request Form" 10/16</i>	

EXHIBIT "H"

CITY OF EDINBURG REQUEST FOR EMERGENCY SERVICES	
This form served to authorize the retrieval and delivery of records under emergency (special) circumstances mentioned in Section VI, Hours of Service Required, and Section IX Contract (Special) Provisions, of the OFF PREMISES RECORDS STORAGE, RECORDS MANAGEMENT, RECORDS PICK UP, RETRIEVAL & DELIVERY, AND AUTHORIZED RECORDS SHREDDING SERVICES" for CITY OF EDINBURG	
_____ (Entity)	
I _____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".	
_____	_____
Type Department Head and/or Designee	Date

**APPENDIX E.
STATEMENT OF VENDOR'S QUALIFICATION**

1. Legal Business Name: _____

2. Business Office Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

3. Business Effective Date: _____

4. Organized Business Status: _____ Corporation _____ Partnership _____ Individual/Sole Proprietor _____ Other

5. How many years have you been engaged in the business under your present name? _____

6. Due to the confidentiality nature of the documents, are employees bonded or bondable? _____

7. What other name(s) if any, has your business/company operated under and taxpayer number used: _____

8. Please list the names of your personnel authorized to sign legal and binding Bid Documents: _____

The above statements must be subscribed and sworn before a **Notary Public**.

Authorized Representative

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

Notary Public for State of Texas: _____

My Commission Expires: _____

**APPENDIX F.
REFERENCES**

1. CLIENT NAME: _____
ADDRESS: _____
SERVICES PROVIDED: _____
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

2. CLIENT NAME: _____
ADDRESS: _____
SERVICES PROVIDED: _____
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

3. CLIENT NAME: _____
ADDRESS: _____
SERVICES PROVIDED: _____
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

APPENDIX G. CERTIFICATE OF INSURANCE COVERAGE

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NUMBER: _____

The below signed hereby certifies that the following information is true and correct.

Type of Insurance	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide proof of insurance coverage as shown in the General Conditions of the RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.

(Authorized Agent's Signature)

(Date)

APPENDIX H. COST PROPOSAL FORM
(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

TO: THE CITY OF EDINBURG

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide **RECORDS STORAGE & SHREDDING SERVICES OF CITY RECORDS** to The City of Edinburg in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Printed Name: _____ Signature: _____

Title: _____ Date: _____