



**Solicitation Information
April 3, 2019**

RFP# 7598724

TITLE: Records Storage and Retrieval Services – State of Rhode Island (MPA-163)

Submission Deadline: May 8, 2019 at 11:00 AM (ET)

PRE-BID/ PROPOSAL CONFERENCE: Yes
MANDATORY: No
DATE: Friday, April 19, 2019 at 9:00 AM (ET)
LOCATION: Dept. of Administration, Conference Room C, 2nd floor, One Capitol Hill, Providence, RI 02908

Questions concerning this solicitation must be received by the Division of Purchases at gail.walsh@purchasing.ri.gov no later than **Tuesday, April 23, 2019 at 5:00 PM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO
PAYMENT AND PERFORMANCE BOND: YES

**GAIL WALSH
CHIEF BUYER**

Note to Applicants:

1. Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
2. Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Executive Branch agencies of the State of Rhode Island and the Office of the Post-Secondary Commissioner, along with potential participation at their discretion from the Legislative and Judicial branches, quasi-public agencies, and municipalities (cities, towns, and school districts) (collectively referred hereinafter as “State”), is soliciting proposals from qualified firms to provide services relating to records storage and retrieval services, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The initial contract period will begin approximately September 1, 2019 for five (5) years. Contracts may be renewed for up to four (4) additional 12-month periods based on potential vendor performance and the availability of funds.

Award[s] will result in a “Master Price Agreement” (“MPA”) available to all State agencies under the purchasing regulations posted on the purchasing website, with the same terms and conditions proposed in response to this RFP to be offered Executive Branch agencies of the State of Rhode Island and the Office of the Post-Secondary Commissioner, along with potential participation at their discretion from the Legislative and Judicial branches, quasi-public agencies, and municipalities (cities, towns, and school districts).

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov .

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. Payment and Performance Bond - The successful vendor must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

SECTION 2. BACKGROUND

This RFP is for outsourced records storage and records retrieval services. The award will result in an MPA, available to Executive Branch agencies of the State of Rhode Island and the Office of the Post-Secondary Commissioner, along with potential participation at their discretion from the Legislative and Judicial branches, quasi-public agencies, and municipalities (cities, towns, and school districts).

Under R.I. Gen. Law § 38-3-6, The Public Records Administration in the Department of State, State Archives and Public Records Administration (“Public Records Administration”), is charged by law to establish and administer a public records management program, including the operation of a records center or centers, and to apply efficient and economical management methods relating to the creation, utilization, maintenance, retention, preservation, and disposal of records. Under law, State agencies are required to send records not needed in the transaction of current business to the records center. Similarly, State agencies are required to manage their records in cooperation with the State Archives and the Public Records Administration.

State law permits the Public Records Administration to make and enter into contracts and agreements with other agencies, organizations, associations, corporations, and individuals, or federal agencies as it may determine are necessary, expedient, or incidental to the performance of its duties or the execution of its powers. This RFP therefore is issued with the intention of assisting the Public Records Administration in meeting these mandates.

Under R.I. Gen. Law 1956 (1997 Reenactment) § 8-14-1, the Rhode Island Judiciary (“Judiciary”) is also charged with the “responsibility for the management, storage, and disposition of all state court records, including inactive records.” The Judicial Records Center, the central repository for the State's semi-active, inactive, and archival court records, the State Archives, and the Public Records Administration work cooperatively to achieve the same public records management goals in a consistent manner in accordance with standards established by the National Archives and Records Administration.

Since 1989, the State Records Center has partnered with outside vendors for the continued storage of State records. An MPA for records storage and services has governed this partially privatized State function since 1992. Under the existing MPA, ninety-seven (97) State agencies currently store approximately 138,149 boxes with the off-site vendor and receive services through the Public Records Administration. In addition, the Judiciary stores 85,309 boxes with the current vendor.

The services to be provided include the following:

- 1a. Storage-standard box (1.2cft) - Monthly (all-inclusive)
- 1b. Storage-nonstandard/ft – Monthly (all-inclusive)
- 2a. Storage-vault-standard box (1.2cf) – Monthly (all-inclusive)
- 2b. Storage vault-nonstandard/ft – Monthly (all-inclusive)

- 3a. Retrieval/box
- 3b. Retrieval/file
- 3c. Refile/box
- 3d. Refile/file
- 3e. Interfiles
- 4. Retrieval-rush (2-3 hours):
 - Box
 - File
- 5a. New box processing/new deposits
- 5b. New file processing/file entry processing
- 6. Delivery-next day
- 7a. Delivery-half day
- 7b. Delivery-emergency/rush (2-3 hours)
- 7c. Delivery-after hours/weekends/holidays
- 7d. Delivery-bulk/pallet
- 8a. Remove/withdraw from storage:
 - Per Box
- 8b. Destruction – vendor’s facility:
 - Per Box
- 9. Destruction-offsite:
 - Per Box
 - Per Cubic Feet
 - Per Pound
 - Pick up
- 10. Purchase Boxes:
 - Standard Box
 - Legal-sized Box
 - Medium Planner Box
 - Check Box
 - Blueprint Box
- 11. Disaster Recovery (Includes pickup and delivery)
- 12. Fumigation
- 13a. Inventory/data entry file description
- 13b. Misc. Services/Labor
- 14a. Repacking
- 14b. Copy Services
- 14c. FAX Services
- 15a. Reports
- 15b. Fees (management/operation)
- 16. Comprehensive Fee for Regular Box Delivery including all associated itemized fees, such as:
 - a. Retrieval
 - b. Processing
 - c. Delivery
- 17. Comprehensive Fee for Regular File Delivery including all associated itemized fees, such as:
 - a. Retrieval
 - b. Processing
 - c. Delivery
- 18. Comprehensive Fee for Box Return including all associated itemized fees, such as:
 - a. Pick up
 - b. Processing
 - c. Re-shelving
- 19. Comprehensive Fee for File Return including all associated itemized fees, such as:
 - a. Pick up
 - b. Processing
 - c. Re-shelving

The prior contract and rates are included as Attachment A. Although there is no guarantee of any level of spending activity on behalf of the State, Attachment B provides usage data from 2012-2018 for the State agencies. Attachment C also provides the usage for the Judiciary. Vendors should utilize the Attachments B and C as a general guide as to what should be expected in terms of volume. Based on varying needs, separate cost proposals will be required for the Judiciary and the Executive Branch. The State reserves the right to award to single vendor or multiple vendors to provide services for each of these entities.

The prior RFP was issued approximately seven (7) years ago and was divided into two sections: physical storage and retrieval services and electronic records storage. While an award was made for physical storage and retrieval services section, the portion of the RFP for electronic records storage was not awarded. Electronic records storage has not been included in this RFP.

The cost proposal should include a scaled approach based on document volumes where appropriate in accordance with the following:

- 1 to 250,000 pages
- 250,000 to 500,000 pages
- 500,000 to 1,000,000 pages
- Over 1,000,000 pages

All records management services are required to be compatible with state practices and adhere to Regulations promulgated by the Public Records Administration: RICR 100-40-05-1 Records Management. This Regulations are attached as Attachment D.

Cost Proposal

Two (2) cost proposals, one for the Executive Branch and one for the Judiciary, shall be provided in the Attachment 5 template. The State is seeking two (2) types of alternative cost proposals for the Executive Branch and the Judiciary. The first cost proposal would be itemized prices for line items 1 through 15 in Section 2 – Background and General Information. The second cost proposal is pricing for a bulk rate by incorporating line items 3a through 3e in Section 2 – Background and General Information within the storage price of the box.

Each spreadsheet contains quantities based on the past fiscal year based on the differing needs of these two entities. The costs are further segregated into various line items such as monthly storage cost, retrieval costs, etc. Additionally, in the submitted cost proposal, the bidder should detail any additional services it may offer, which may be related to the scope of work, but are not expressly included in the template. The cost proposal must address both the project's general description as well as the project specifics contained within the detailed requirements. Additionally, the cost proposal must address the topics covered in the item description and price schedule.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

Through this RFP, the State of Rhode Island is seeking vendor(s) to provide for the storage of the state's semi-active and inactive records for use by Executive Branch agencies of the State of Rhode Island and the Office of the Post-Secondary Commissioner, along with potential participation at their discretion from the Legislative and Judicial branches, quasi-public agencies, and municipalities (cities, towns, and school districts). Inactive and semi-active records are those records to which agencies no longer require immediate access, but that are not yet eligible for

disposal because of administrative, fiscal or legal requirements. Therefore, these records must be retained for specific time periods beyond administrative need and shall be sent out for storage in physical format. These records will be kept until time for disposition as provided in record retention schedules. Retrieval of records shall be required. Access to these records is provided only by the express permission of the originating branch of Rhode Island state government (including Executive branch State agencies), the Office of the Post-Secondary Commissioner, quasi-public agencies, and municipalities (cities, towns, or school districts), and through the agency of the Public Records Administration where appropriate.

The vendor will be responsible for providing physical records storage and services to the State at no more than 3 facilities within a 30-mile radius of Providence, RI which meets approved federal standards for records storage by the National Archives and Records Administration. These services will include standard delivery and pickup of records to and from all State locations. In addition, the vendor must be able to provide emergency delivery and pickup to and from all State locations when requested. Responses must include a service level agreement for “routine” services, along with the service level agreement and related costs for “express” or “emergency” services.

The State estimates that the successful bidder must be able to provide enough physical storage capacity for approximately 138,149 boxes for the Public Records Administration at the initiation of the contract, as well as 85,309 boxes for the Judiciary. The State estimates that its needs may exceed 180,000 boxes at the vendor’s facility or facilities at any one time during the contract period. The successful vendor must accommodate the State’s needs, at the rates offered, regardless of the number of boxes and documents actually stored at their facility or facilities.

The vendor must provide storage and retrieval services to all State locations. Off-site storage required by State agencies is established on an as needed basis through the Public Records Administration. Storage required by the Judiciary is determined through the Judicial Records Center within the Administrative Office for State Courts. The vendor must provide the full range of described records storage and retrieval services, regardless of the location of the branch of Rhode Island state government (including State agencies), the Office of the Post-Secondary Commissioner, quasi-public agency, and municipality (city, town, or school district).

The storage facility used by the vendor, for the duration of the contract, must conform to the standards listed below, and satisfy the facility requirements set forth by the Division of Capital Asset Management and Maintenance prior to the award of the contract. The vendor(s) must ensure, throughout the length of the contract, that the facility on the contract award meets these standards and have satisfied the Division of Capital Asset Management and Maintenance. If a vendor wishes to transfer all records to a new storage facility, the new facility must likewise meet the same standards and requirements, prior to use for the term of the contract. The same standards and requirements also pertain to any subcontractor(s) used, or proposed to be used, for the duration of the contract. Additionally, the vendor(s) must maintain insurance and a performance bond as required herein.

Facility Standards

- | | |
|----------------------|---|
| 1. ANSI/NFPA 1-1997 | Fire Prevention Code |
| 2. ANSI/NFPA 10-1994 | Portable Fire Extinguishers |
| 3. ANSI/NFPA 13-1996 | Installation of Sprinkler Systems |
| 4. ANSI/NFPA 25-1995 | Inspection, Testing and Maintenance Water-Based Fire Protection Systems |
| 5. ANSI/NFPA 70-1996 | National Electric Code |

6. ANSI/NFPA 72-1996 National Fire Alarm Code
7. ANSI/NFPA 80-1995 Fire Doors and Fire Windows
8. ANSI/NFPA 80A-1996 Fire Doors and Fire Windows, Protection from Exterior Fire Exposures
9. ANSI/NFPA 90A-1996 Installation of Air Conditioning and Ventilating Systems
10. ANSI/NFPA 90B-1996 Installation of Warm Heating and Air Conditioning Systems
11. ANSI/NFPA 220-1993 Types of Building Construction
12. ANSI/NFPA 221-1997 Fire Walls and Fire Barrier Walls
13. ANSI/NFPA 231-1995 General Storage
14. ANSI/NFPA 232-2000 Standard for the Protection of Records
15. ANSI/NFPA 232A-1995 Fire Protection for Archives and Records Centers
16. ANSI/UL 155 Test for Fire Resistance of Vault Doors

The vendor must have the ability to accomplish, as needed, the certified destruction of records stored at the vendor's facility as well as the end-to-end transportation of records for destruction at the vendor's facility. Off-site destruction at State agencies' facilities must also be offered as an optional service. The certified destruction shall be performed by pulverizing, shredding, or incineration. The vendor must ensure that confidentiality of all "destroyed" records is maintained throughout the destruction process. The vendor will provide a Certificate of Destruction to the Public Records Administration for the Executive Branch, the Judicial Records Center Manager for the Judiciary, and the respective municipality for those files destroyed. No records shall be destroyed without written approval from the Public Records Administrator and authorized State agency personnel for the Executive Branch, the Judicial Records Center Manager for the Judiciary, and the respective municipality, as evidenced by a signed and countersigned Certification of Records Destruction form (RI/PRA 003). This requirement is in addition to the vendor's Certificate of Destruction.

The vendor shall have no more than fourteen (14) days within which destruction must take place after receipt of request for such services or work order and the required Certification of Records Destruction form from the Public Records Administration, the Judicial Records Center, or the respective municipality. Storage may be charged for the month within which such destruction takes place, but not thereafter.

The vendor shall provide for the permanent removal of any records from storage and return to a State agency. Permanent removal and return must be confirmed by documented proof of receipt by the State agency, including a signature from the State agency receiving the records permanently removed. Such documented proof of receipt, including signature, shall be submitted to the Public Records Administration with monthly invoices for storage and services. Whole records boxes permanently removed from storage must not appear on subsequent monthly invoices for storage. The same type of documentation is also a requirement for the Judiciary and the municipalities (cities, towns, or school districts) but should be forwarded to the Judicial Records Center for the Judiciary and the respective municipality.

At the commencement of the contract, the vendor must assume full responsibility for the transfer of all records stored at the State's current vendor to the new, to-be-determined location. The selected vendor[s] will absorb the cost for any boxes that are accepted into their custody and should be reflected into their cost proposal. The selected vendor[s] responsibility also includes bar coding, labeling, box history, data entry, and inventorying for boxes to be stored at the vendor's facility or

facilities at the beginning of the contract period. Any costs above and beyond that are related to this requirement must be clearly identified in the vendor's response.

Boxes damaged during transfer from the State's current vendor to the new vendor's facilities will be replaced by the new vendor. Any potential costs for repairing this damage must be clearly identified in the vendor response. Should such damage occur, a report shall be furnished by the new vendor to the Public Records Administration, the Judicial Records Center for the Judiciary, and the respective municipality detailing which boxes were damaged and replaced.

Upon completion or termination of the contract, the vendor must make all records available for release to the State of Rhode Island, during normal business hours, for records removal.

Reporting Requirements

Documented proof of receipt, including a signature from the State agency shall also be submitted to the Public Records Administration by the vendor with monthly invoices for the following goods and services: purchases of new boxes, and the pick-up of boxes being newly sent for storage. For other types of services or goods delivered at a State agency, the vendor shall also obtain a signature on the receipt or work order. Signed receipts or work orders shall be retained by the contractor, and copies shall be made available to the Public Records Administration upon request. The same type of documentation is also a requirement for the Judiciary and the municipalities (cities, towns, or school districts) but should be forwarded to the Judicial Records Center for the Judiciary and the respective municipality.

Detailed Requirements – (Physical Records)

1. Storage

1.1. Record Storage:

- 1.1.1. The vendor shall provide storage and retrieval as well as pickup and delivery services for the State of Rhode Island including branches of Rhode Island state government (including State agencies), the Office of the Post-Secondary Commissioner, quasi-public agencies, and municipalities (cities, towns, or school districts).
- 1.1.2. The vendor shall provide labeling and barcoding for records stored at the facility. The vendor shall provide and maintain history for each box reflecting additional labeling or any changes therein.
 - 1.1.2.1. The vendor shall allow agencies to request records based on barcodes assigned by previous vendors.
- 1.1.3. The vendor shall provide for the destruction of stored records under a fixed-fee as required which shall not exceed price for monthly storage and maintenance.
- 1.1.4. There shall be no minimum storage rate charge for any account.
- 1.1.5. The vendor shall be held responsible for loss of any record in their custody and shall provide reports for all lost or missing records.
 - 1.1.5.1 The vendor shall be subject to penalty if records loss exceeds 10 boxes annually.

1.2. Current Record Inventory:

- 1.2.1. If a firm other than the current records storage vendor is awarded a contract, then the new vendor will be responsible for retrieving the State's existing records and transporting the records to the new vendor's facility.
- 1.2.2. The State's current records inventory consists of approximately 138,000 boxes for the Public Records Administration, as well as 85,309 boxes for the Judiciary.

- 1.2.3. The details and schedules for the transfer will be finalized after the contract is awarded, however it is assumed that the current state records storage vendor will provide all records and indexing information to the new vendor.
- 1.2.4. The new vendor shall submit a transfer plan and timeline to the Public Records Administrator, the Judicial Records Center Manager, and any municipality detailing the transfer process within 60 days of award.
- 1.2.5. The Public Records Administrator, the Judicial Records Center Manager, and the municipality will review and approve the plan and timeline prior to implementation.

1.3. Box Size

- 1.3.1. The vendor shall not require that the State use record storage boxes provided by the contractor as long as the existing box meets the industry standard size, defined as 1.2 cubic feet.
- 1.3.2. The vendor shall make storage boxes available for purchase should boxes be needed by the State. The cost of boxes must include lids and all necessary forms and barcodes for each box.
- 1.3.3. The standard records storage box must accommodate either letter size (8.5" X 11") documents in folders or legal size (8.5" X 14") documents in folders. The minimum inside dimensions for the standard records storage box must be at least 15" X 12" X 10" and have a burst strength of at least two hundred (200) pounds.
- 1.3.4. The volume of all standard records storage boxes will be considered one (1) cubic foot.
- 1.3.5. The vendor shall not charge storage fees which exceed 1.2 cubic foot per standard records storage box.

2. Record Pickup, Processing and Delivery

2.1. Record Pickup and Processing

- 2.1.1. The vendor shall make regular pick-ups of records from all State locations as required.
 - 2.1.1.1 Pick-ups must occur no more than five (5) business days from the date of request for the return of files or boxes into storage.
 - 2.1.1.2 The vendor shall have no more than ten (10) business days from the date of request for the pick-up of boxes being newly sent for storage, and no more than five (5) business days from pick-up for descriptive information of these boxes to be enter into the vendor's database and for the boxes to be assigned a regular storage location and shelved thereon.
 - 2.1.1.3 The vendor shall have no more than two (2) business day within which to refile files into their assigned boxes on shelves or to interfile new files into assigned boxes on shelves.
 - 2.1.1.4 The vendor shall notify the Public Records Administration upon completion of refiles into their assigned boxes.
- 2.1.2. The vendor will allow any State agency, through the Public Records Administration, the Judiciary, or the municipality to establish a schedule for pick-up services.
- 2.1.3. The vendor will be permitted access to the state agency between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday, excluding state holidays. For the Judiciary, if the vendor is delivering by truck, access to the courthouses is from 10:00 a.m. to 2:00 p.m., Monday through Friday, excluding state holidays. If the vendor can carry the items into the courthouse, access is from 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding state holidays.
- 2.1.4. All costs for pick-ups shall be itemized in the cost proposal.

2.1.5. Record Delivery

2.1.5.1. The vendor shall deliver records to all State locations as required.

2.1.5.2. The vendor's standard delivery service hours are between 8:30 a.m. to 4:00 p.m. for the Public Records Administration and 8:30 a.m. to 4:30 p.m. for the Judiciary Monday through Friday, excluding state holidays.

2.1.5.3. The deliveries shall be divided into service level categories similar to those described below.

2.1.5.3.1. Routine Service – the vendor shall provide routine delivery of records, to the specified State location by the end of the next business day from the time of request by the Public Records Administration on behalf of the State agency or the municipality. For the Judiciary, the record is to be delivered by 10:00 a.m. the next business day to the Judicial Records Center.

2.1.5.3.2. Emergency Service – the vendor shall provide emergency delivery of records, to the specified State location, no later than 3 hours from the time of request by the Public Records Administration on behalf of the State agency, the Judiciary, or the municipality. If this time frame conflicts with the agency's normal business hours, at the State's discretion, a State representative will remain at the location to meet the contractor or the State will request that the delivery take place at 8:30 a.m. on the next business day. Emergency retrieval and delivery pricing shall apply only if emergency retrieval and delivery is specifically requested.

2.1.5.4. All costs shall be itemized in the cost proposal.

2.1.6. Record Pickup and Delivery Requests

2.1.6.1. The vendor shall accept and respond to requests from the Public Records Administration on behalf of authorized State agency personnel, the Judiciary, or municipality.

2.1.6.2. The vendor shall provide appropriate contact information (landline and cell phone numbers, pagers, email, etc.) for all designated staff team members for the RI State Account and be capable of responding to the requests and timelines specified above.

2.1.6.3. Record Pickup for the Judiciary of One Hundred (100) Boxes or Greater

2.1.6.3.1. Vendor shall accept and provide routine pickup and delivery of one hundred (100) boxes or greater from the courthouses in the state to the Judicial Records Center. Vendor shall deliver/return boxes to the Judicial Records Center and not back to vendor facility. The vendor will have seven (7) business days from the date of request to schedule pickup and delivery service for the bulk transfer. Pickup and delivery must occur no more than ten (10) business days from the original date of request for service.

3. Tracking and Performance

3.1. Inventory Tracking

3.1.1. The vendor shall maintain an accurate, bar-coded and computer-based inventory tracking system. The computerized system must be web-enabled, with adequate security, to provide Internet access to the information by the Public Records Administration, the Judiciary, or the municipality.

3.1.2. This system must be capable of documenting pickup, delivery and storage location of the State's documents and records.

3.1.3. At a minimum, this system must identify the contents, location, branch of government, specific Executive Branch Agency, the Office of the Post-Secondary Commissioner, quasi-public agency, or municipality (city, town, or school district) name and status (checked in/checked out) for each storage container/box. Essential

data fields include: box number/bar code, box size, location, account code/number, box description/contents fields, contents, date from and date to, date received, record series number, and destroy date. Preferred: media type/code field, notes field and systems adequate to allow indexing at box and file level.

- 3.1.4. The inventory tracking process shall include appropriate logs and receipts for pickup and delivery of the individual boxes/containers for verification and audit purposes. Logs and receipts will be made available to the Public Records Administration and State agencies, the Judiciary, and the municipality as requested.
- 3.1.5. The inventory status must be updated within 24 hours of activity.
- 3.1.6. The vendor shall provide instruction and training to staff of the Public Administration, the Judiciary, and municipality upon request. Pertinent training areas include: instruction (including written materials) on procedures for using the system, upgrades or changes during the contract period.
- 3.1.7. The vendor shall ensure restricted access to the Executive, Judiciary, and all other accounts, to designated personnel identified within each account.
- 3.1.8. The vendor shall ensure separate and confidential billing for the Executive, Judiciary, and all other accounts, to designated personnel identified within each account.

3.2. Performance Criteria

- 3.2.1. The vendor shall use its best efforts in meeting the timelines specified in the above items referring to pick up, processing, delivery and inventory tracking of the State's public records.
- 3.2.2. The vendor shall meet the performance standards outlined in the General Scope of Work of this RFP.
- 3.2.3. The vendor shall provide documentation of all policies and procedures for the storage, retrieval, refile, and destruction of records.
- 3.2.4. The vendor shall provide ninety (90) days' notice to any alteration to internal policies and procedures. Alterations shall not change any terms of the contract.
- 3.2.5. As required, meetings between the vendor and the State of Rhode Island, which may include the Public Records Administrator, the Judicial Records Center Manager, and municipality will be conducted on a quarterly basis to discuss and resolve any problems with meeting the performance criteria.
 - 3.2.5.1. As required, meetings may increase in frequency depending on performance.
 - 3.2.5.2. As required, meetings solely between the vendor and the Judiciary will be conducted on a monthly basis.
- 3.2.6. Failure to meet the performance criteria for three consecutive months, or for less than ten months over any twelve-month period, shall be grounds for unilateral termination of the contract by the State of Rhode Island. The Judiciary shall utilize the same terms and conditions of the MPA but may terminate its agreement with the vendor separately and independently of the Executive Branch.
- 3.2.7. The State reserves the right to terminate the contract with reasonable notice (at least 60 days) based on continued failure to provide adequate service.

3.3. Lost or Damaged Boxes / Files

- 3.3.1. Any box or file not located and delivered in the expected timeline will be considered a lost box or file by the Public Records Administrator and the State agency, the Judiciary, or municipality.
 - 3.3.1.1. The vendor shall be subject to penalty if records are lost.
- 3.3.2. The vendor, within the RFP response, shall include its policies and procedures to be followed should either a box or file not be located and delivered on time.

- 3.3.3. These policies must include, but are not limited to, notifications, location, escalation, timelines and status updates to the Public Records Administrator and the State agency, the Judiciary, and municipality.
- 3.3.4. The vendor is responsible to notify the Public Records Administrator, Judiciary, or municipality of damaged records or boxes within 48-hours of discovery.
- 3.3.5. The vendor is responsible for repairing or restoring any damaged boxes or records in the custody of the vendor as approved by the Public Records Administrator, Judiciary, or municipality;
- 3.3.6. Any damaged or destroyed records must be formally reported to the Public Records Administration, the Judiciary, or municipality who owns the record.
- 3.3.7. The vendor, in its proposal, shall provide its policies and procedures that will be followed in case records are damaged or destroyed.

3.4. Reporting

- 3.4.1. The vendor shall provide reports to the Public Records Administration, the Judiciary, or municipality, free of charge. The reports shall include, but are not limited to, those described below.
 - 3.4.1.1. Inventory Reports – The vendor shall provide on a biannual basis two (2) computer generated inventory reports detailing the current inventory. At a minimum, data fields must identify: box number/bar code, alternate code, date range (from/to), sequence range (from/to), status (checked in/checked out), date sent into storage, destroy date, record series, and box description/contents fields.
 - 3.4.1.2. Daily retrieval reports – The vendor shall provide daily retrieval reports that provide, by account, the State account name and number, and for each file or box retrieved, the barcode, alternate code, location, file or box description, and status.
 - 3.4.1.3. Monthly refile reports – The vendor shall provide monthly reports documenting refile activity for each State account identifying the account name and number, and for each refiled folder, the date returned, box number/bar code, alternate code, box description, and file description.
 - 3.4.1.4. Monthly “Add” reports by account for boxes newly sent for storage.
- 3.4.2. The vendor shall provide monthly invoices to the Public Records Administrator, the Judiciary, and municipality for billing purposes as described below.
 - 3.4.2.1. A master invoice for payment to the vendor covering the previous month and showing a line item for total storage costs and for total service activity/goods costs.
 - 3.4.2.2. Three (3) computer generated invoices/reports, one each for the Public Records Administration and the State agency, the Judiciary, and municipality covering the previous month, and showing line item detail for all service activities completed, goods received and quantity of boxes in storage, including line item detail of total cubic footage for each quantity and size of box.
 - 3.4.2.3. One (1) copy of the following supporting documentation must be provided. Proof of receipt by the State agency, the Judiciary, or municipality, including signature, for purchases of new boxes, and the pick-up of boxes being newly sent for storage. For records destroyed, one (1) copy of the vendor’s Certificate of Destruction, including summary information. For records removed permanently from storage (but not destroyed), signed proof of receipt by the State agency, the Judiciary, or municipality.
 - 3.4.2.4. A sufficient level of detail shall be provided on each invoice for the State agency, the Judiciary, and municipality such that all charges may be verified

as true and accurate. All supporting documentation must be attached to the invoice.

- 3.4.2.5. An overview spreadsheet shall be provided that captures for each account for the State agency, the Judiciary, or municipality:
 1. Account number
 2. Account name
 3. Number of boxes in storage
 4. Prior month number of boxes in storage
 5. Number of boxes picked up in the month
 6. Number of refiles picked up in the month
 7. Number of interfiles picked up in the month
 8. Number of new boxes/lids purchased
 9. number of boxes permanent-out
 10. Number of boxes transferred out or transferred in
 11. Number of boxes destroyed.
- 3.4.3. A report providing processing time/metrics for the respective requests and deliveries.
- 3.4.4. The vendor shall also provide a report every six (6) months relating to any boxes due for review or destruction as well as reports relating to outstanding boxes and files not returned to storage for more than six (6) months.
- 3.4.5. An immediate report, within 24-hours of incident, of any lost, damaged or destroyed records or boxes shall be submitted to the Public Records Administrator and the State agency, the Judicial Records Center Manager, or municipality with title to the records.
 - 3.4.5.1. Report shall include the policies and procedures for box search and identification of material as lost. The vendor shall identify all steps taken to locate records prior to being classified as lost.
- 3.4.6. An annual report shall be submitted on the anniversary of the execution of the contract providing processes and standards for the safety and protection of records, including climate, environment, and security.
- 3.4.7. An annual report shall be submitted on the anniversary of the execution of the contract of all records storage and activity separately to the Public Records Administration, Judiciary, and municipality.
- 3.4.8. A report shall be issued quarterly and upon request identifying all trained staff involved in the management of the State of Rhode Island contract.

4. Facility and Transportation

4.1. Facility Environment

- 4.1.1. The vendor's storage facilities shall provide a level of protection consistent with industry standards for protection against theft, climate, disaster, and pests.
- 4.1.2. The relative humidity of any facility used to store records must be no less than 30% and no greater than 50%.
- 4.1.3. The temperature of any facility must be no higher than 70° Fahrenheit.
- 4.1.4. The temperature and relative humidity should remain constant keeping the temperature variation to no more than $\pm 2^\circ$ Fahrenheit and relative humidity variation to no more than $\pm 3\%$ in any 24-hour period.
- 4.1.5. For vault storage: 40% relative humidity, with a variation of no more than $\pm 5\%$ and the temperature no higher than 65° Fahrenheit, with a variation of no more than $\pm 2^\circ$ Fahrenheit.
- 4.1.6. The climate control equipment should not be turned off or thermostat settings adjusted during nights, weekends and holidays.

- 4.1.7. The State reserves the right to inspect the vendor's facility during regular business hours without notice to the vendor and without cost to the State.
- 4.1.8. Transportation shall occur in a vehicle that is properly registered and inspected and is suitable for the transportation of records.

4.2. Facility Operation

- 4.2.1. The vendor must have available for review a complete manual of the company's operating procedures.
- 4.2.2. The vendor must have a back-up power system in all facilities. Generators and back up systems must be periodically tested for functionality.
- 4.2.3. Storage facilities cannot house any hazardous material.
- 4.2.4. Storage facilities cannot be located within a flood area or risk exposure from external hazards.
- 4.2.5. The vendor is responsible for security of all storage facilities. Storage facilities must be equipped with an intrusion alarm system that is monitored 24 hours per day, including weekends and holidays.
- 4.2.6. The vendor must provide adequate storage capacity to meet both the current and future physical storage needs, including allocated warehouse space, digital memory, and proper environment of all state agencies storage services.
- 4.2.7. The vendor is responsible for all the contents stored in any of its storage facilities.
- 4.2.8. The vendor must provide a written disaster and recovery plan for any catastrophic occurrences including but not limited to hurricane, flood, fire, etc. This plan must be submitted annually or upon any amendments.
- 4.2.9. The vendor is responsible for recovery from any catastrophic occurrences, including but not limited to fire, damage or theft, as well as any associated costs.
- 4.2.10. The vendor must carry the appropriate insurance as stated below and provide proof thereof.
- 4.2.11. The storage facility or facilities must be properly shelved, fully secured, and equipped with motion, smoke and heat detectors/alarms to prevent loss from theft and fire. The State requires that the facility be constructed and equipped with fire safety systems as required by the International Fire Code (IFC-2000) and other applicable State codes.
- 4.2.12. The vendor must be the owner and operator of the storage facility. Storage of records cannot be subcontracted to a third party or other warehouse operator.
- 4.2.13. Appropriate redundant systems, including but not limited to, standby power generation, HVAC, climate control, and emergency action plans, must be in place to ensure continuous operation.

4.3. Facility Visitors

- 4.3.1. Access to the storage area must be strictly limited to designated contract team members or employees with identification tags provided for company staff.
- 4.3.2. Any facility visitors must sign in/out and logs must be maintained for the storage area, loading dock and research areas.
- 4.3.3. Visitors must be escorted at all times. The visitor logs must be available for viewing by the Public Records Administrator, the Judicial Records Center Manager, or municipality.
- 4.3.4. The vendor shall provide for on-site review of State records stored at the vendor's facility during normal business hours. No additional fees, other than any standard retrieval, photocopying, or fax transmission fees may be assessed for on-site review of records. Such facility visits will be arranged through the Public Records Administration, the Judicial Records Center Manager, or municipality.

4.4. Transportation

- 4.4.1. The vendor must provide vehicles designed for the transportation of storage records.
- 4.4.2. The vehicles must have the appropriate security features (anti-theft device) and be secured while at a delivery/pickup site.
- 4.4.3. All vehicles must be equipped with a fire extinguisher.
- 4.4.4. Vendor shall not employ third-party courier services to deliver records without prior written approval.

5. Company Staffing

5.1. Account Representation

- 5.1.1. The vendor shall appoint an account representative for the State of Rhode Island, who works in Rhode Island, as a single point of contact in order to insure a high level of responsiveness to the state's needs.
- 5.1.2. The vendor shall notify the State of Rhode Island of changes to the account team within five (5) days of change.
- 5.1.3. A backup contact shall also be designated for the purposes of providing coverage during the primary contact's absence.
- 5.1.4. The vendor shall appoint an account team, comprised of administrative, management, and warehouse facility staff, responsible for the communication, management, and oversight of the State of Rhode Island contract.
 - 5.1.4.1. The vendor's account team shall provide training and oversight to any company employee assigned to deliver, pick-up, or otherwise interact with State of Rhode Island records.

5.2. Vendor's Staff

- 5.2.1. For pickups and deliveries, the vendor shall employ professional and trained staff.
- 5.2.2. The staff must carry appropriate company photo-identification at all times.
- 5.2.3. The vendor shall identify its entire staff and require drug and background checks on its entire staff that may have access to the records.
- 5.2.4. The Judiciary shall require a criminal background investigation on all current employees. A background investigation shall be required of any employees hired after the contract with the State is signed. A criminal background investigation on new employees is a continuing requirement throughout the term of the contract with the Judiciary.

6. Transfer or Sale of Ownership

- 6.1. If the vendor transfers or sells corporate ownership, the State must be notified 60 days prior to any such transfer or sale.
- 6.2. After receipt of such notice of a transfer or sale, within 30 days, the State reserves the right to cancel the contract with 60 days' notice.

7. Audits –

- 7.1. The vendor shall provide a comprehensive inventory and audit upon acceptance of records from the State and award of contract, identifying boxes in each account and report on any lost or missing materials.
- 7.2. The vendor shall provide a comprehensive inventory and audit at the conclusion of contract with the State.
- 7.3. The State may at any time request any documentation stated herein from the vendor and the vendor shall provide such documentation within a reasonable time period.
- 7.4. The State or its agents may enter the property of the vendor during regular business hours to inspect the facilities.

7.5. The vendor will cooperate and act in good faith with any audits conducted on behalf of the State.

8. Penalties

8.1. The vendor shall be subject to penalty, including but not limited to withholding of payment, for continued loss of records or withholding of reports of records, work, or inventory.

9. Insurance Requirements – The vendor shall maintain throughout the life of the contract the following insurance:

Commercial General Liability Insurance (CGL): The vendor shall obtain, at their expense, and keep in-effect during the term of this contract, Commercial General Liability Insurance covering:

bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The general aggregate must be on a “per project” or “per location” basis.

Shall include waiver of subrogation in favor of the State. Include the State as additional insured on a primary and non-contributory basis. The vendor shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel. State reserves the right to request hard copies of any required insurance policy.

Auto Liability Insurance Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent: The vendor shall obtain, at their expense, and keep in effect during the term of this contract, auto liability insurance covering all owned, non-owned, or hired vehicles. Covering bodily injury and property damage for any automobiles used in conjunction with the performance of this contract including owned, non-owned, and hired vehicles. If a vendor does not own any automobile/vehicle at any time during the duration of this contract, then the vendor can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL. At a minimum, the vendor must maintain hired and non-owned automobile coverage for the full duration of this contract. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence with an aggregate of \$2 million. The policy must include a waiver of subrogation in favor of the State. Include the State as additional insured on a primary and non-contributory basis. The vendor will submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and with a waiver of subrogation in favor of the State, along with the policy/policies.

Workers' Compensation and Employers Liability: The vendor shall obtain statutory Workers' Compensation coverage in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with

minimum limits of \$100,000 each accident, \$500,000 disease or policy limit, \$100,000 each employee.

Information Technology/Cyber: If electronic transfer and storage of records is offered as a service, the vendor should be required to show in addition to the accompanying list of insurance, Technology Errors and Omission Coverage in an amount no less than \$5,000,000 per event and \$10 million in the aggregate. The coverage must include the following: Technology Errors and Omissions Insurance covering any damages caused by an error, omission, wrongful act or breach of the contract by the vendor. Coverage is to include, but not be limited to: product failure, security failure, professional liability, intellectual property infringement and personal injury if limited or uninsured under the commercial general liability insurance. **Note:** If electronic records are included in the bid, then a disaster recovery/business continuity plan must exist that includes the backing up of information in a secure location that would provide access to the electronic records when requested.

Excess Liability/Umbrella: Such coverage must be maintained with a minimum combined single limit of \$1,000,000 per occurrence, \$3,000,000 general aggregate.

Additionally: The State will be defended, indemnified, and held harmless to the full extent of any coverage secured by the vendor more than the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.

The liability insurance coverage, except Workers' Compensation required for the performance of the contract, shall include the State of Rhode Island and its divisions, officers and employees as Additional Insured but only with respect to the vendor's activities under this contract.

The insurance required in this agreement, through a policy or endorsement shall include:

- A) A Waiver of Subrogation waiving any right to recovery that the insurance company might have against the State.
- B) A provision that the vendor's insurance coverage shall be primary in respect to any insurance, self-insurance, or self-retention maintained by the State. Any insurance, self-insurance, or self-retention maintained by the State shall be more than the vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the vendor or its insurer(s) to the Department of Administration. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

As evidence of the insurance coverage required by this contract, the successful vendor shall furnish Certificate(s) of Insurance to the Division, along with a copy of the policy/policies, and any policy endorsements, at least seventy-two (72) hours prior to the

commencement of the contract. Failure to comply with this provision shall result in rejection of the bid offer.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Department of Administration. The vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

10. Performance Bond – The vendor shall submit annually and maintain a performance bond approved by the State in the amount of \$2,000,000.
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11. Transition –

10.1 The vendor shall cooperate fully upon expiration or termination of the contract with State and shall:

- 11.1.1. Act in good faith and cooperate with any new vendor selected by the State to provide service;
- 11.1.2. Provide inventories, records, documents, boxes, etc. within a reasonable time frame as set by the State.
- 11.1.3. Submit an audit of box identification for all holdings of the State.

Item Description -- The vendor must provide an itemized list of prices for the pertinent aforementioned requirements and each item in the Price Schedule listed below (**Also See Attachment E**). Also included would be bulk rate pricing if available by the vendor. Please note if the State may choose between the alternatives. Prices will remain fixed for the life of the contract.

- For each price line, the vendor must enter the all-inclusive price, including whether monthly price or unit price, and noting the unit of measurement, i.e. box, cubic foot, each, etc., where applicable.
- The vendor should note those price lines for which no charge will be assessed.
- Every effort must be made to provide detailed information for ordinary, usual, and routine services and goods, whether or not noted in the item descriptions below.
- No ‘distance’ surcharges or fuel surcharges will be allowed or adjusted throughout the life of the contract.
- If the contract is extended beyond the base term, the pricing in the existing contract will prevail during any extension period.

Price Schedule

Please provide pricing detail for each of the following items in Attachment E, pricing templates:

1. All-inclusive monthly price for regular warehouse storage (based on standard 1.2 cubic foot).
2. All-inclusive monthly price for vault storage of archival/paper-based records (based on industry standard 1.2 cubic foot box).
3. All-inclusive cost to retrieve a folder/box from storage, delivery to State location by the next business day, and return to storage (box, file, or files from same box).
4. Price for filing of interfiles.

5. Pick-up for new storage, and/or bulk deliveries.
 - a. 1st box
 - b. Each additional box
 - c. Bulk pick-ups and/or deliveries
6. Processing of new boxes into storage, if not included in 4 above (cost includes bar codes/coding, data entry and any other associated charges).
7. All-inclusive price to index one standard records storage box at file level and add to storage under agency account.
8. Emergency delivery charge
9. All-inclusive price to remove a box from storage at vendor's facility and destroy the contents.
10. All-inclusive price to 'permanent out' a box from storage.
11. Cost for Certified Destruction of records located at the premises of a State agency, courthouse, or municipality, or records transported from the premises of a State agency, courthouse, or municipality for destruction by pulverizing, shredding, or incineration at vendor's facility.
 - a. Per box
 - b. Per cubic foot
 - c. Per pound
 - d. Other fee(s)
12. All-inclusive price for standard records storage box (minimum inside dimensions: 15"X12"X10")
13. All-inclusive price for each additional box size/type (Provide dimensions, unit volume (ft. ³), and unit charge for regular warehouse and vault storage).
14. Other types of reports available (not detailed under 3.4), and any associated costs.
15. Details of any other management fees or recurring operation charges.
16. Disaster recovery services (detail and include line item costs or end-to-end cost, including labor and the unit of measurement upon which price is based).
17. Fumigation (detail and include line item costs or end-to-end cost, including labor and the unit of measurement upon which price is based).
18. Hourly rate by type for other work or categories of special projects provided or offered.
19. Rates for any and all services related to document preparation, quality control, destruction, etc. with associated volumes:
 - 1 to 250,000 pages
 - 250,000 to 500,000 pages
 - 500,000 to 1,000,000 pages
 - Over a 1,000,000 pages

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – The vendor shall include a Staffing Plan and provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this contract, including their experience in the field of records management. Include identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to each (resumes, curriculum vitae or statements of prior experience and qualification).

2. **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience. This section shall include the company's principal and background. This section shall also include a list and description of the location(s) of the designated storage facility to be used and the owner(s). Provide evaluators with an overview and broad understanding of the offeror's technical approach and ability. This portion of the technical proposal should include concise information regarding the vendor's ability to address all portions of the scope of work.

This section includes the following information:

1. A comprehensive listing of similar projects undertaken in the area of physical records storage, as well as similar clients served. This includes providing a brief description of the projects.
2. The applicant should provide the company name, address, contact person and telephone number of a minimum of **three** references where the contractor is currently providing physical records storage services. Ideally, one reference will be a government entity.
3. The offeror's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements.
4. The offeror shall submit a list of contract(s) that have been terminated along with the entity name(s) that obtained the contract and the reasons why the contract was terminated (if applicable). The State reserves the right to seek additional information regarding a company's capabilities from any source it deems competent to provide such information.
5. The offeror shall have maintained an organization capable of performing the work described herein, in continuous operation for a least the past three (3) years.
6. The offeror must have an organization that is financially and logistically able to handle a contract for services with the multiple agencies at different locations around the state. In a separate envelope, labeled "financial capacity", the offeror shall provide financial statements, a balance sheet and any CPA reports regarding the vendor's financial capacity. These financial statements will be returned to the vendor after the review is complete.

3. **Work Plan** - Please describe in detail, the framework within which requested records storage services will be performed. This section shall contain a thorough explanation of all aspects, requirements and services required to complete the Scope of Work sections above. This section shall describe the offeror's understanding of the State's requirements, including the result(s) intended and desired, and a work plan for accomplishing the results proposed.

The following elements should be included: 1) methods used to verify inventory 2) methods for reconciling missing materials, 3) follow-up measures employed on accounts, 4) methods used to maximize use. 5) a system of controls to identify errors, omissions and feedback to the State.

- 4. Approach/Methodology** – Define the methodology to be used for the storage of records for the State and access to the agencies and accounts listed above. How will the vendor approach each service? What procedures will be used to ensure accurate and timely records retrieval, storage, and delivery?

The description of approach shall discuss and justify the approach proposed to be taken for each task or requirement, and the technical issues that may be confronted at each stage of the project. The work plan description shall include a detailed proposed transition plan, project schedule, a list of tasks, activities and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each and the attributed deliverables for each.

B. Cost Proposal

Detailed Budget and Budget Narrative:

Provide an itemized cost proposal which includes all services identified in the Scope of Work.

The lowest cost vendor will receive 30 points, with every additional vendor receiving cost points on a proportional basis compared to the lowest cost. Line items shall be fixed and cannot be added at a later date.

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (80%) out of a maximum of 75 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 25 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as

specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	20 Points
Capability, Capacity, and Qualifications of the Offeror	15 Points
Work Plan	25 Points
Approach Proposed	15 Points
Total Possible Technical Points	75 Points
Cost proposal*	25 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.

2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at gail.walsh@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7598724** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

1. Proposals shall include the following:

- a. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
- b. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at

<http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. Do not include any copies in the Technical or Cost proposals.

- c. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. Do not include any copies in the Technical or Cost proposals.
- d. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to ten (10) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".
 - a. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - b. Four (4) printed paper copies
- e. Cost Proposal - A separate, signed and sealed cost proposal reflecting the rate, or other fee structure, proposed to complete all of the requirements of this project.
- f. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".
- 11 One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
- g. Four (4) printed paper copies

2. Formatting of proposal response contents should consist of the following:

C) Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:

- Vendor's name
- RFP #
- RFP Title
- Proposal type (e.g., technical proposal or cost proposal)
- If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

D) Formatting of written documents and printed copies:

- For clarity, the technical proposal and cost proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
- All pages on the technical proposal and cost proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7598724 Records Storage and Retrieval Services**” to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State’s General Conditions of Purchases can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

1. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

2. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date