



# REQUEST FOR PROPOSAL

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**COURT OF APPEAL, SECOND APPELLATE DISTRICT (2DCA)**

**REGARDING:**

**RFP TITLE:** *OFFSITE RECORD STORAGE*

**RFP NUMBER:** *COA2D-1-2012*

**PROPOSALS DUE:**

*End of Day, November 14, 2012*

## 1.0 BACKGROUND INFORMATION

- 1.1 Court of Appeal, Second Appellate District. The Court of Appeal, Second Appellate District was created by an amendment to the California Constitution on November 8, 1904. The Second District consists of four counties, Los Angeles, Ventura, Santa Barbara and San Luis Obispo. The Court is organized in eight Divisions of four justices each. Divisions 1-5, 7 & 8 are located in Los Angeles, and handle all matters arising from the Los Angeles Superior Court. Division 6 is located in Ventura and handles all matters from the Ventura, Santa Barbara and San Luis Obispo Superior Courts.
- 1.2 In order to gain economies of scale, to standardize terms and conditions for similar services throughout the judicial branch, this RFP shall include the 58 Superior Courts of California, the Supreme Court of California, the Habeas Corpus Resource Center and the Administrative Office of the Courts.
- 1.3 The California Constitution grants jurisdiction to the Courts of Appeal to review final judgments of the Superior Courts, original jurisdiction over writs of habeas corpus, mandamus, prohibition, and certiorari. The majority of appellate dispositions are by written opinion. Writ petitions may be disposed of by summary order or by a written opinion.
- 1.4 The Second District files approximately 5,000 appellate opinions annually and disposes of over 3,700 writ petitions yearly.
- 1.5 In accordance with statute and the Second District's procurement policies, contracts of \$50,000 or more are subject to formal competitive bidding.

## 2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court of Appeal, Second Appellate District is seeking proposals from Record Storage Service Providers for the provision of secure offsite storage and related services for Court records for its Los Angeles and Ventura locations.

- **Locations:** **300 South Spring Street, Los Angeles, CA 90013**  
**200 East Santa Clara Street, Ventura, CA 93001**
  
- **Services:**
  - a. The initial transition and setup of approximately 23,886 boxes of Court records currently maintained in the storage facilities of Iron Mountain, Inc.
  - b. The scheduled pick-up and delivery of record boxes and emergency delivery and pick-upon request services in accordance with the Statement of Work
  - c. The contract period desired is for an initial period of 5 years, with an option to renew for 2 additional 5 year terms.
  - d. If the Court of Appeal elects to extend the term of this Agreement, the Proposer may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a

written amendment to this Master Pricing Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

- e. Proposer's proposal should include estimates for any termination/removal and transportation costs associated with the transition from the current storage Proposer.

### 3.0 REQUEST FOR PROPOSAL

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
Release of RFP to selected Proposers.	September 18, 2012
<b>Proposer Q &amp; A period to <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a></b>	September 18-26, 2012
Pre-Proposal Tele-Conference	October 12, 2012
Answers to Proposers Questions posted	October 26, 2012
RFP Responses Due	November 14, 2012 end of day
Presentation of Proposers RFP Response	Week of November 26-30, 2012
Intent to Award (estimated)	December 10, 2012
Contract Awarded (estimated)	December 31, 2012
Los Angeles Implementation (estimated)	January 2, 2013
Ventura Implementation (estimated)	January 10, 2013
Contract Start Date (estimated)	January 1, 2013
Contract End Date (estimated)	December 31, 2018

### **3.1 RFP Contact & Questions Process**

The following individual has been designated by the Court of Appeal as the primary contact (the “Court of Appeal RFP Contact”) throughout the RFP process unless otherwise advised in writing:

Joseph Lane  
Phone: 213-830-7111  
E-mail: docstor.rfp@jud.ca.gov

During the RFP process, Proposers may submit questions to aid in their response to the Court of Appeal. Please submit questions via e-mail to the Court of Appeal RFP Contact listed above to allow the Court of Appeal to efficiently answer all questions.

All questions must be submitted via e-mail to the Court of Appeal RFP Contact during the RFP Q & A Period as noted in the RFP Schedule outlined in section 3.0. The Court of Appeal will seek to respond to all questions, as soon as is practically possible. Responses to all questions (including original questions) submitted will be distributed via e-mail without attribution to the originating submission. The Court of Appeal will not be bound by oral responses to questions.

If you make assumptions about the meaning or accuracy of information contained herein, then the assumptions should be stated in the proposal.

If you do not ask questions or clarify any assumptions, the Court of Appeal will assume that you agree with and understand all requirements. The Court of Appeal assumes that your proposal addresses the requirements as documented in this RFP.

### **3.2 Proposer Requirements to Follow RFP Process**

No Proposer or their representative shall have any contact with any Court of Appeal personnel relating to this project; other than the RFP Contact without first obtaining the approval of the designated Court of Appeal RFP Contact in writing. Failure to follow this requirement will be grounds for the Proposer to be eliminated without further discussion.

### **4.0 RFP Response -Distribution - Copies and Format**

Request for Proposal responses must be delivered no later than 4:00 p.m. (PST) on November 14, 2012 to:

Court of Appeal, Second Appellate District  
Attn: Administration (DocStorage)  
300 South Spring Street, Suite 2217  
Los Angeles, CA 90013

### **4.1 Proposal**

The Proposer must submit a Transmittal Letter and its proposal in two parts, the technical proposal and the cost proposal.

- a. The Transmittal letter will identify the key response contact, their title and full contact information and the following items:

- 1) A statement indicating that the response will remain valid for ninety (90) days after submission.
- 2) The following paragraph:

I, \_\_\_\_\_, an authorized representative of the (insert Proposer company name), agree to the terms and conditions stated in this RFP, and I further understand the issuance and subsequent receipt of this RFP does not obligate the Court of Appeal to purchase any goods or services. The Court of Appeal will not be bound to purchase any goods or services until such time as contracts or agreements are negotiated in detail and mutually executed between the parties.
- b. The Proposer must submit one (1) original, one (1) printed copy and one (1) electronic copy of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- c. The Proposer must submit one (1) printed original and one (1) electronic copy of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal must be submitted to the Court of Appeal in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- d. Electronic files should be submitted on CD in .pdf format for all narrative submissions and in Microsoft Excel, using Microsoft Office 2007/2010 file formats for cost proposal worksheets. This format is required for all submissions. Any proposal received in any other format will be subject to disqualification.

**NOTE TO PROPOSERS: For security reasons only standard file formats will be accepted. No compressed, .zip, or executable files will be accepted.**

#### **4.2 Management Summary**

The management summary should be a non-technical, high-level summary of the proposed services. **The management summary must be brief, not extending to more than two (2) pages.**

The management summary should contain the following items:

- Briefly describe the proposed system
- Any business benefits to be gained from the proposed system
- Summary of all costs associated with the initial implementation and ongoing charges, as well as any options

#### **4.3 Response to RFP Questions**

The Proposer must set forth each RFP question followed by the Proposer's response, as follows:

- Each RFP question must be reformatted in bold, italic style.

- The Proposer's response should be in normal format with at least one line of blank space between the question and the response.
- Where instructed, Proposers shall note Acceptance/Reject, Comply/Decline, Fully comply/partial comply, standard/optional for each response in addition to providing additional descriptive responses as needed.

Proposers are encouraged to provide concise responses to the greatest extent possible, in order for the Court of Appeal to fully understand your proposal. Proposers are asked NOT to insert large amounts of marketing or sales materials that do not add value to the evaluation process.

#### **4.4 Pricing Response**

The Proposer's detailed pricing response shall be in Microsoft Excel Format. Additional instructions are given in the pricing section of the RFP.

#### **4.5 Alternative Bids**

Proposers are reminded that this Request for Best Pricing is focused on the document storage and management needs of the Court of Appeal. Those Proposers wishing to provide alternative solutions should respond to this request as primary, and provide any additional proposals in separate documents clearly labeled as "Alternative Proposal."

#### **4.6 Confidential and Proprietary Information**

This Request for Proposal and all designs, specifications, and other data appended or related to it are the property of the Court of Appeal; and are delivered only for the purpose of enabling the Proposer to prepare and submit a response hereto. The information contained or referred to in the RFP or appended to it is not to be disclosed or released for any other use or purpose and must be returned to the Court of Appeal when requested. The use of such information shall be governed by any confidentiality or non-disclosure agreement executed between Court of Appeal and the Proposer.

The Court of Appeal shall retain all proposal documents submitted. Court of Appeal shall safeguard your responses, and will hold them confidential so long as your response is clearly marked as confidential or as agreed to in the RFP Non-Disclosure Agreement signed by each Proposer.

#### **4.7 Proposer Due Diligence**

This RFP is intended to provide Proposer with enough information to build their proposals, but it is the Proposer's responsibility to obtain any additional information deemed necessary. Should a response omit any specific service or other charge due to failure of the Proposer to properly propose their system; any additional costs incurred resulting from the omission will be the responsibility of the Proposer.

**4.8** Late responses will not be accepted.

**4.9** Only written proposals will be accepted. Proposals should be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand.

**4.10** Proposals may not be transmitted by fax or email.

## **5.0 PROPOSAL CONTENTS**

### **5.1 Business Information**

If your company is publically held, please provide a reference URL of the most recent annual report available for your company. If your company is not public, please provide a copy of the most recent quarters financial statement (may be unaudited) and last years ending audited financial statement (2010). Financial statements should include Income Statement, Budget Statement, Statement of Cash Flows, and Management Summary Statements. The following information should also be provided:

- D&B Number
- Year founded
- Location of company headquarters and major field offices
- Total employees and breakdown by type (Admin, Sales, Tech Support, Field Technicians, etc.)
- Information on the range and types of document storage related products/services offered

### **5.2 Technical Proposal.**

The following information must be included in the technical proposal (Attachment 4). A proposal lacking any of the following information may be deemed non-responsive.

### **5.3 Product/Service Experience**

- a. A brief description of the history and organization of the Proposer's firm and any proposed subcontractor.
- b. Copies of business licenses, professional certifications or other credentials. If the Proposer is a Corporation, evidence that it is in good standing and qualified to conduct business in California.

### **5.4 Technical Information**

- a. A description of Proposer's document storage process. Include data on storage handling capability, transportation assets/capabilities, security of documents, facilities available. Also, include information on proximity of storage facilities to Court sites and average response times to requests for service.
- b. A description of Proposer's new account transfer process for similar new accounts acquired by the Proposer within the past three (3) years. Include a description of the techniques, approaches and methods to be used in completing the project.
- c. Qualifications, background and experience of the project director and other staff proposed to work on the project.
- d. A description of the chronology for completing the work, including a timeline and deadlines for each task.

- e. If proposed as part of the services offered, screenshot samples and navigation information for the Proposer's online inventory control system, including sample request forms, look-up queries and other account management tools.
- f. Sample inventory reports, activity reports, and itemized monthly billing statements.
- g. Provide the signature of the proposer

#### **5.4.1 Implementation**

This section requests information about the implementation process and specific tasks that the Court of Appeal requires Proposer's feedback on.

#### **5.4.2 Implementation Time Line**

Describe the implementation process from award date to final acceptance, and include an example high-level time line.

#### **5.4.3 Court of Appeal Tasks & Resources**

Describe the tasks/responsibilities you expect the Court of Appeal staff to support during the implementation process. What is the expected number of the Court of Appeal staff and man-hours required during the various phases of the implementation?

#### **5.4.4 Deployment Phases**

The Court of Appeal is considering a two phase deployment. Phase one would be the Transition of Currently Stored Records. Phase two would be the implementation of transfer and storage and maintenance for all additional records on an as required basis.

#### **5.4.5 Final Acceptance**

Describe your final acceptance process and how it relates to any financial issues such as final payments or ongoing support charges.

#### **5.5 Cost Proposal.**

The following information must be included in the cost proposal (Attachment 5). A proposal lacking any of the following information may be deemed non-responsive.

- a. Legal name and address of firm (Proposer).
- b. A detailed cost proposal, including any travel costs or other expenses. Proposer's Cost Proposal should include an estimate of any possible cost increases projected through the life of the contract and any probable increases associated with the contract renewal provisions of their proposal. Proposer's Cost Proposal should include any reduction in storage cost for boxes temporarily removed from storage. As the Court of Appeal may award a contract based on the initial offer, Proposers should make their initial offer on the most favorable terms available. The Court of Appeal reserves the right to have discussions with those Proposers whose



proposals fall within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

c. **Solution Pricing Spreadsheet**

All pricing is to be in US Dollars and submitted in an unprotected Microsoft Excel format. No compressed files will be accepted. The pricing worksheet shall contain a detailed listing of all proposed solution components.

It is the responsibility of the Proposer to clearly detail their proposed solution.

***Spreadsheets should be working documents with formulas for the various calculations for multiplication items, totals and sub totals, etc. Proposer's spreadsheets without formulas may be rejected***

d. Provide the signature of the proposer.

e. The prices paid by the Court of Appeal to Proposer shall be at least as low as those fees charged by Proposer to its other customers in local and state governments that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the products provided to the Buyer. The foregoing comparison shall take into effect total volume, geography (to the extent that geography has a direct effect on Proposer's actual costs), service levels (when taken as a whole), technology, and assets associated with the products provided by Proposer in each case and any taxes and transition charges included within the charges for such products. If, during the Term, Proposer enters into a Government Contract contradicting the foregoing sentence, Proposer shall (a) give the Buyer immediate notice of any such lower pricing, and (b) offer to the Buyer an immediate adjustment to the terms of this Master Pricing Agreement to reflect such lower pricing. At least once each year during the Term, upon the Buyer's request, Proposer shall certify to the Buyer that this obligation has not been contradicted by any transaction entered into by Proposer since the later of the (1) Effective Date and (2) date of the most recent certification provided by Proposer pursuant to this obligation.

**5.6. Acceptance of the Terms and Conditions.**

- a. On Attachment 2, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions.
- b. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
- c. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**

**5.7. Certifications, Attachments, and other requirements.**

- a. Proposer must include the following certification in its proposal:

Using Attachment 6: **Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.**

- b. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification attached as Attachment 3 and submit the completed certification with its proposal.
- c. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California. AOC will verify by checking with California's office of the Secretary of State.

## **6.0 Submission of Proposals**

- a. The Proposer should include the following attachments in the technical proposal envelope:

Attachment 1 – AOC Standard Terms and Conditions – only if there are exceptions/modifications as indicated on Attachment 2.

Attachment 2 – Proposer's Acceptance of Terms and Conditions. Any material exceptions taken to the Standard Terms and Conditions may render Proposer's Proposal disqualified.

Attachment3 – Darfur Contracting Act Certification

Attachment4 – Submission form for Technical Proposal: This attachment is not an actual template; rather it is the Proposer's response to the Technical Proposal.

Attachment 5 – Submission Form for Cost Proposal

The Proposer should only include the Attachment 5 - Submission Form for Cost Proposal, in the cost proposal envelope

Attachment 6 – Conflict of Interest Certification Form

Attachment 7 – Payee Data Form

## 6.1 RFP ATTACHMENTS

The following attachments are included as part of this RFP

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
Attachment 1: AOC Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).  The provisions marked with an (*) within the Terms and Conditions are minimum contract terms and conditions (“Minimum Terms”).
Attachment 2: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Any exception taken to the Standard Terms and Conditions may render Proposer’s Proposal non-compliant.
Attachment 3: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 4: Submission form for Technical Proposal	This form details the technical requirements for the program and must be completed and submitted in response to RFP’s technical requirements. Proposers shall use their formatted response in place of this Attachment.
Attachment 5: Submission Form for Cost Proposal	This form details the pricing for the details of the program and must be completed and submitted in response to RFP’s cost requirements.
Attachment 6: Conflict of Interest Certification Form	Proposal must complete Conflict of Interest Certification and submit the completed certification with its proposal
Attachment 7	Payee Data Form

## 7.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the AOC reserves the right to negotiate extensions to this period.

## 8.0 RFP GOALS & EVALUATION CRITERIA

The Court of Appeal will review and evaluate all accepted submissions in consideration of updating and /or replacing its document storage services. The following criteria will be used in reviewing and comparing all accepted submissions. The weight to be assigned to each criterion appears following each item.

CRITERION	PERCENTAGE
The total cost of the proposed solution. If the proposal contains itemized rates, per piece pricing, or commissioned-based pricing, the Court of Appeal reserves the right to calculate the total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the Court of Appeal to implement the solution over the term of the contract.	50%.
Responsiveness of the proposal to the submission requirements set forth in the RFP.	5%
The technical ability, capacity, and flexibility of the Proposer to perform the contract in a timely manner and on budget, as verified by the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the Court of Appeal, Judicial Council or Administrative Office of the Courts.	30%
Acceptance of Terms and Conditions	5%
The solution that provides the best overall value and is in the best interest of the Court of Appeal.	10%

The Court of Appeal reserves the right to include additional evaluation criteria as well as to modify the items listed above at any time.

## 9.0 INTERVIEWS

The Court of Appeal may conduct interviews with Proposers to clarify aspects set forth in their proposals. If conducted, interviews will likely be conducted by phone or during site visits. The Court of Appeal will not reimburse Proposers for any costs incurred pertaining to an interview, including travel expenses. The Court of Appeal will notify eligible Proposers regarding interview arrangements.

## **10.0 RIGHTS**

The Court of Appeal reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Court of Appeal or the State of California responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the Court of Appeal for official files and will become a public record.

## **11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

California judicial branch entities are subject to rule 10.500 of the California Rule of Court (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)), which governs public access to judicial administrative records.

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court of Appeal's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court of Appeal finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court of Appeal will disclose the information regardless of the marking or notation seeking confidential treatment.

## **12.0 STATEMENT OF WORK**

The Court of Appeal, Second Appellate District, Los Angeles, California is soliciting proposals from Record Storage Service Providers to furnish off-site document storage and related services for its Los Angeles and Ventura locations. The locations are:

300 South Spring Street, Los Angeles, CA 90013  
200 East Santa Clara Street, Ventura, CA 93001

The Second District's business hours are 9:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.

As of December 2011, the Second District had approximately 24,000 boxes in storage. The type of boxes stored are standard letter/legal file boxes (15" x 12"W x 10"H), which are 1.2 cubic feet.

The Scope of Services shall include, but not be limited to the following services outlines below.

### **A. Record Storage**

The Proposer must provide secure off-site, environmentally controlled storage for the Second District's documents and be able to provide enough physical storage capacity for approximately 25,000 boxes at the initiation of the contract. The Court may add more boxes to the Proposer's facility or subtract boxes during the contract period for the rates specified in the contract.

### **B. Record Pickup and Delivery**

The Proposer will accept and respond to pickup and delivery requests from authorized Second District staff. The Proposer will deliver requested the boxes and/or files during the Second

District's regular business hours of 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays to and from both court locations.

The Proposer should expect the drop off and pickup of a range of 25 to 50 boxes per week from the Los Angeles location and pickups from the Ventura location as requested. Orders for delivery placed before 3:00 p.m. will be delivered by the next business day. Orders for rush delivery placed before 1:00 p.m. will be delivered within 4 hours. Orders for pickup of new or refile boxes and/or files will be picked up within 2 business days.

New additions from the Los Angeles Location will be in increments, of 500 to 2000 boxes. Pricing for pick up at the Los Angeles location should reflect the advantage of using proposers own labor and pallets. The pick-up point being adjacent to the loading dock in our basement which has a height restriction of 12'6". New additions from the Ventura location will be in the range of 50 to 100 boxes per shipment.

### **C. Transition Services**

At the commencement of the contract, the Proposer must assume full responsibility for the transfer of all of the Second District's records stored with Iron Mountain. The responsibility of the transfer of our records includes using existing/new barcodes, data entry, and safe records management procedures for the boxes to be stored at the Proposer's facility or facilities at the beginning of the contract period. The Proposer should include in its response the process for acquiring the client's boxes from Iron Mountain and a time line for the process. Any costs related to this requirement and the responsibility /liability for payment of permanent removal charges must be clearly identified in the Proposer response. The Proposer should also clearly specify any terms and conditions (such as incremental release from repayment of removal charges after specified periods of storage) related to transition services provided.

The new Proposer will replace boxes damaged during transfer from the Second District's current Provider to the new Proposer's facilities. Should such damage occur, the new Proposer shall furnish a report to the Second District detailing which boxes were damaged and replaced.

Upon successful completion of the transfer, the Proposer will supply to the Second District an inventory report of the boxes moved to the new storage facility. This inventory report will list boxes by Court location and number of boxes for each Court Location.

### **D. Permanent Removal or Destruction Services**

The Second District may require the permanent removal or destruction of specified boxes stored with the Proposer. The Proposer shall provide for the permanent removal of such specified boxes and return to the Second District. Boxes permanently removed from storage must not appear on subsequent monthly invoices for storage. Any costs or fees associated with permanent removal of boxes must be identified in the Proposer's response.

The Proposer must have the ability to accomplish the certified destruction of records stored at the Proposer's facility and at the Court or Judicial Branch Location. The certified destruction shall be performed by either shredding or incineration. The Proposer must ensure that confidentiality of all destroyed records is maintained throughout the destruction process. The Proposer will provide a certificate of destruction to the Second District for those records destroyed. No records

shall be destroyed without written approval from the Court Executive Officer or authorized delegate to the Proposer.

### **E. Record Storage Tracking**

The Proposer shall maintain an accurate, bar-coded and computer-based record tracking system. The computerized system must be web enabled, with adequate security, to provide Internet access to the information by Second District users.

At a minimum, this system must identify each stored Second District box by our Court barcode, provide a data entry description area, include order numbers and provide a current and historical status (checked in/checked out) of each box. Essential data fields include: box number/barcode, order number, receipt dates, check out dates, individual requestor, location requestor, data entry description area, and include a current box status and retain a box history (dates of check out and check in).

The inventory tracking process shall include appropriate logs and receipts for pick up and delivery of the individual boxes for verification and audit purposes. Logs and receipts will be made available to the Second District upon request. The inventory status must be updated within 24 hours of any activity.

### **F. Reporting**

The Proposer shall provide the following reports to the Second District upon request. The Second District should have access to these reports without additional fees. The Proposer will list costs or fees, if any, for these reports.

1. Record Tracking reports for all Second District boxes stored at the Proposer's facility. Also detailed reports of the quantity of boxes and/or files by Court location.
2. Activity reports include a summary of box activity by current status and/or location, quantity, receipt and return date, and order number (all boxes may be included in each report). Each activity report will contain our box barcode. Also, an activity reports includes history and current status for checked out, permanently removed, and destroyed boxes/records.
3. Financial reports that provide billing activity for a specified invoice period.

### **G. Account and Invoicing**

The main account set up for the Second District must include separate billing and invoicing for 2 sub accounts. The 2 sub accounts are for the Los Angeles Divisions and the Ventura Division. The Proposer will provide a single monthly invoice to the Second District for payment. The invoice shall include a detail report for each designated location showing a line item for that location's storage and activity costs. The invoice will include a detail list of all transactions for that location.

### **H. Secure Storage and Facility Standards**

The Proposer is responsible for all the contents stored in any of its storage facilities. The Proposer's storage facilities shall provide a level of protection consistent with industry standards. The Proposer's storage facility shall be solidly constructed with secure loading and unloading areas. Floors shall support at least 300 pounds per square foot, and shall be at or above ground

level to assure dry storage. Walls surrounding the record storage area shall be four hour fire resistant. Roof shall be of non-combustible construction and leak proof. The records storage facility must meet all applicable and current requirements of the National Fire Protection Association.

Proposer shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area. The climate control equipment shall not be turned off or thermostat settings adjusted during nights, weekends and holidays.

The Proposer must have a back-up power system in all facilities.

Storage facilities cannot house any hazardous material. Storage facilities cannot be located within a flood area or risk exposure from external hazards.

The Proposer 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.

The Proposer must provide adequate storage capacity to meet both the current and future needs of the Second District.

The Proposer must provide a written disaster and recovery plan for any catastrophic occurrences including but not limited to earthquake, flood, fire, etc.

The Proposer is responsible for recovery from any catastrophic occurrences, including but not limited to fire, damage or theft, as well as any associated costs. The Proposer must carry the appropriate insurance and provide proof thereof.

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 Second District requires that the facility or facilities be constructed and equipped with fire safety systems as required by the International Fire Code and other applicable codes. Appropriate redundant systems must ensure continuous operation.

Proposer shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection.

### **I. Transportation**

The Proposer must provide vehicles designed for the transportation of storage records. The vehicles must have the appropriate security features (anti-theft device) and be secured while at a delivery/pick up site. All vehicles must be equipped with a fire extinguisher.

### **J. Account Representation**

The Proposer shall appoint an account representative for the Second District as a single point of contact in order to insure a high level of responsiveness to the Second District's needs. A backup contact shall also be designated for the purposes of providing coverage during the primary contact's absence.

### **K. Price Schedule**

Please provide firm fixed pricing detail for each category listed in the Itemized Cost



Proposal. All charges, fees and rates must be entered in the applicable cells on the worksheet. Cost proposals submitted in any other format will be deemed non-responsive and not be considered by the RFP evaluation team. See instructions on worksheet for additional information. All prices are to be based on the standard size box (15' x 12" x 10"). Prices must be stated per box not cubic foot unless otherwise stated.

Please list any additional charges for miscellaneous services, including but not limited to labor, data processing, recurring operation charges, all inclusive costs for access to Proposer's website (if any), charges for reports (including special sorting costs, special file listing costs, computer listing charges, initial setup, and download fees), costs for Proposer required storage supplies including Proposer's bar codes, transmittal sheets, and file labels, etc. Also detail any other management fees or recurring operation charges not itemized on the Itemized Cost Proposal.

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 above. If the renewal option is exercised the pricing in the existing contract will apply.

## **CONTRACTING REQUIREMENTS**

Upon selection of a Proposer, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable. The Second District contemplates that, in addition to the terms described above in this RFP, final agreement between the Second District and the selected Proposer will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

### **A. Warranties and Representations**

Proposer will warrant and represent that it possesses such expertise, experience, facilities and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Proposer will supply at all times an adequate number of well-qualified personnel to perform the work. Proposer will provide a contact person available and authorized to remedy any non-conformity with this warranty.

### **B. Equipment, Tools, Supplies**

The Proposer will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Proposer is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the Second District. The Second District has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

### **C. Indemnity Obligations of Proposer**

To the fullest extent permitted by law, the Proposer will agree to protect, indemnify, defend and hold the Second District, the Administrative Office of the Courts, and its officers, employees, agents and representatives and each of their successors and assigns (the

"Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Proposer, the Proposer's employees, subcontractors, agents, representatives or assigns (collectively, the "Proposer's Agents") in the performance or non-performance of the professional services required to be performed by the Proposer under the Agreement; or (c) the Second District's enforcement of its rights under this indemnity provision. The Proposer will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the Second District and Proposer are named as defendants in the same civil action, and the Second District determines that a conflict of interest exists between the parties, Proposer will agree to provide, at its own cost, independent counsel for the Second District. The Second District may, at its option, designate the Administrative Office of the Courts, Office of General Counsel as equal participating counsel in any litigation wherein the Proposer defends the Second District.

#### **D. Insurance Obligations of Proposer**

The Proposer will provide and keep in full force and effect during the term of this agreement, at the Proposer's own cost and expense, the following insurance policies for the joint benefit of the Proposer and the Second District, with an insurer reasonably acceptable to the Second District:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limits;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Proposer will deliver to the Second District offices at 300 South Spring Street, Los Angeles, CA 90013, Attn: Lora Johnson, Administrative Assistant, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the Second District as an additional insured and will state that the Proposer's policy shall be primary and that any insurance carried by the Second District shall be noncontributing with respect thereto.

Each such policy will provide for thirty (30) days prior written notice to the Second District in the event of cancellation or reduction in coverage or amount. If the Proposer fails to secure and maintain insurance policies complying with the provisions of this agreement, the Second District may purchase the appropriate insurance policies and the Proposer will pay upon demand the cost of it to the Second District or the Second District may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Proposer, if the Proposer assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Proposer will immediately notify the Second District if the Proposer's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Proposer's commercial general liability insurance contains such restrictive endorsements, the Proposer shall have five (5) business days to remove said restrictions. If the Proposer is unable to do so, the Second District may terminate this agreement, and will be required to give the Proposer no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

## **E. Termination**

1. **At Will.** The agreement may be terminated by the Second District, in its sole and complete discretion, upon thirty (30) days written notice to Proposer. In the event of termination pursuant to this section, the Proposer's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Proposer will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the Second District.

### **2. Authorization of Funds.**

If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the Second District of any further obligation, except for the Second District's obligation to pay for services already performed pursuant to this agreement.

### **3. Default by Proposer.**

This agreement may be terminated by the second District upon fifteen (15) days written notice to the Proposer in the event the Proposer is in default under any of its provisions. In the event this agreement is terminated due to the default by the Proposer, the Proposer will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the Second District will have the right to have the services completed by other parties and the Proposer will reimburse the Second District for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the Second District will not be deemed a waiver of any other right or remedy of the Second District, including, without limitation, the Second District's right to consequential damages caused directly or indirectly by the Proposer's default.

#### **4. Automatic Termination.**

This agreement will automatically terminate on the occurrence of any of the following events:

- (a) bankruptcy or insolvency of either party;
- (b) sale of the business of either party;
- (c) failure to comply with federal, state or local laws, regulations or requirements, or
- (d) expiration of the agreement.

#### **F. Confidentiality and Publicity**

The Proposer will retain all confidential information provided by the Second District in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the Second District. The Second District retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Proposer will not issue any public announcements concerning the Second District without the prior written consent of the Second District.

#### **G. Compliance with Laws**

The Proposer agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated thereunder (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Proposer agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

#### **H. Assignment/Subcontracting**

1. Assignment. The Proposer will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the Second District, which consent may be granted or withheld in the sole and absolute discretion of the Second District.

2. Subcontracting. The Proposer may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the Second District.

The Proposer will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Proposer and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Proposer provides a written guarantee that the Proposer's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

#### **I. General Provisions**

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics,

(6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.

3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and severable and shall survive the merger of the agreement into any judgment.

4. **Audit.**

Proposer agrees that the Second District or its designee shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement.

Proposer agrees to maintain such financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Proposer agrees to allow the Second District or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Proposer agrees to include a similar right of the Second District or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

5. **License.**

In those instances where required, the Proposer represents and warrants that the Proposer holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Proposer is performing the services pursuant to the agreement.