

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

REQUEST FOR PROPOSALS

RECORDS MANAGEMENT STORAGE SERVICES

RFP-MD-229379



KEY DATES

REQUEST FOR PROPOSAL (RFP) ISSUED.....August 12, 2011
PRE-PROPOSAL CONFERENCE 1:30 p.m. August 22, 2011
REQUEST FOR CLARIFICATIONS DUE..... 12:00 p.m..PDT., August 25, 2011
PROPOSALS DUE BY 3:00 p.m. PDT September 7, 2011

NOTICE

Attendance at the Pre-proposal conference is optional, however, Respondents are strongly encouraged to attend. The pre-proposal conference will begin at 1:30 p.m., PDT, Monday August 22, 2011, and will be held at Metropolitan's facility located at Union Station, 700 N. Alameda, Los Angeles, CA 90012 in conference room 3-599. Respondents may prefer to attend the pre-proposal conference via a webinar format. Please contact the provider of this service, Green Proposals, at (310) 472-1811 or info@greenproposals.com for more information.

All respondents must be registered on Metropolitan's e-procurement system "NETConnect" in order to submit a proposal.

To ensure receipt of the latest information and updates regarding this RFP, interested parties must register on NETConnect at www.mwdh2o.com ; click on "Doing Business"; then select "Vendor Registration" or https://vendors.planetbids.com/NETConnect/Vendor_Registration.cfm .

SENIOR BUYER: **MARTIN DUN**
Email address: mdun@mwdh2o.com

PLEASE BRING A COPY OF THIS DOCUMENT TO THE PRE-PROPOSAL CONFERENCE

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SECTION 1 INFORMATION FOR RESPONDENTS

About Metropolitan

1. The Metropolitan Water District of Southern California, (Metropolitan) is a public agency incorporated in 1928 pursuant to the Metropolitan Water District Act to build the Colorado River Aqueduct, a facility it still owns and operates. Metropolitan's primary purpose is to provide a supplemental water supply for domestic and municipal uses at wholesale rates to its member agencies. Metropolitan imports water from two sources: the Colorado River via the Colorado River Aqueduct and Northern California via the California Aqueduct. Today, Metropolitan provides nearly 60 percent of the water used within its service area.
2. Metropolitan consists of 26 member agencies that include 14 cities, 11 municipal water districts, and one-county water authority. Metropolitan is governed by a 37-member Board of Directors made up from the member agencies.
3. Metropolitan's service area comprises 5,200 square miles and includes portions of the six counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Existing Metropolitan facilities include a 242-mile-long Colorado River Aqueduct with 5 pumping plants, a distribution system utilizing 8 functional reservoirs, 5 Treatment plants, 43 pressure control structures, 16 hydroelectric plants, and approximately 775 miles of large diameter pipelines.
4. Respondents are encouraged to review Metropolitan's Web Site announcements on a regular basis for contracting opportunities: <http://www.mwdh2o.com>.

Brief Description of Services

Metropolitan is seeking an experienced and qualified Contractor to provide Records Management Services. Such services will include, but not be limited to, provision for off-site storage and retrieval services; computerized tracking system to include barcoding features; delivery/pick-up to selected Metropolitan offices/site locations and an executive shredding program.

A more detailed description of the required services appears in Section 2 of this RFP.

Metropolitan intends to award a contract for a term of one-year with four (4) one-year renewal options for required services.

Minimum Qualifications / Requirements

Minimum qualifications and requirements have been established for this solicitation. Respondent must meet the following minimum requirements to be considered in this competitive process. Respondent's Proposal will be deemed non-responsive to the extent that it does not meet the minimum requirements.

Minimum Qualifications and Requirements are as follows:

1. Respondent must have successfully provided at least three (3) contracts of similar scale and scope of services as requested in this RFP within the last five (5) years and must provide references with contact information for those contracts.

2. Respondent must maintain a document storage facility for Metropolitan's administrative records **within** a radius of 25 miles, but **outside** a radius of 15 miles from Metropolitan's Union Station Headquarters, 700 North Alameda Street, Los Angeles, California 90012.
3. Respondents must provide courier services for off-site locations 24-hours a day, 7-days a week, 365 days a year on a scheduled and emergency basis. This must include delivery to 12-designated Business Continuity sites throughout Southern California during a Metropolitan declared emergency.
4. Respondent must provide a secure and environmentally- controlled storage facility for the containment of Metropolitan's administrative records.
5. Respondent must provide for all Metropolitan records to be stored in one facility (location) only,
6. Respondents must provide a web-based ordering system that is updated in "real-time" rather than by batch.
7. Respondent must provide an automated program to barcode record storage boxes and hanging drawings.
8. Respondent must provide an inventory system that allows for searching on Metropolitan box numbers, department codes and previous vendor's records storage barcodes.
9. Respondent must provide shredding services both at their facility and on-site at Metropolitan's Los Angeles and La Verne locations.
10. Respondents must provide cubicle-to-cubicle delivery and pick-up service of boxes and drawings on all 12 floors of Metropolitan's Union Station Headquarters building.
11. Respondent must provide individual training for Metropolitan Records Management staff and Records coordinator organization (approximately 70 coordinators) which includes hands-on training of their web-based order entry system, written training manuals and support services.
12. Respondent must process rush requests within (4) hours or less.
13. Respondent must provide invoices that contain the following information : Purchase Order Number, Invoice Number, Invoice Date, Contract Item Numbers (i.e., Metropolitan's internal part number) and Descriptions with Unit Price and Extension.
14. Respondents must provide Metropolitan with ad hoc reporting capabilities.

Business Outreach Program

1. The Metropolitan Water District of Southern California is committed to creating an environment that affords all individuals and businesses open access to the business opportunities available within the regional service area in a manner that reflects the diversity of the service area.
2. It is the policy of the Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities and economically disadvantaged enterprises.
3. A Small Business Enterprise (SBE) is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
4. No levels of participation are required for this RFP. Respondents who qualify as SBE and /or DVBE primes will receive 5 percentage points toward total scoring points. Respondents who qualify as Regional Business Enterprise (RBE) primes will receive 5 percentage points toward total scoring points.

Acceptable proof of SBE/DVBE status is:

- A SBE /DVBE profile printout from Metropolitan's online registration system, available at www.mwdh2o.com
 - A copy of Certification of SBE Status issued by Metropolitan's Business Outreach Office, or
 - DVBE certification issued by the State of California or the U.S. Department of Veterans Affairs, or
 - A micro-business certification issued by the State of California Department of General Services, or
 - Certification of SBE status from one of our MOU partners.
5. A Regional Business Enterprise (RBE) is a prime contractor, who has maintained an office for a minimum of one year within Metropolitan's service area which includes portions of six counties. Those counties are as follows: Los Angeles, Orange, Riverside, San Bernardino and Ventura. . To determine if a business is within Metropolitan's service area click on the following link:
<http://www.mwdh20.com/mwdh2o/pages/memberag/member04.html>

The business must also have a business permit or license issued by the local jurisdiction in which they are located. Those firms that qualify as RBEs will receive five (5) percentage points toward total scoring points.

6. A Disabled Veteran Business Enterprise (DVBE) is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 U.S.C. 657f) AND BY the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC)
7. Disabled Veteran Business Enterprises (DVBEs), participating as primes, must apply when registering online at www.mwdh2o.com ; click on "Doing Business"; and link to "Vendor Registration." Those firms that qualify as DVBE primes, or meet the participation levels through utilizing DVBE subcontractors, if applicable, will receive five (5) percentage points toward total scoring points. (A maximum of five percentage points are available for SBE and/or DVBE status.)
8. For questions or clarification concerning the Business Outreach Program, please call the Business Outreach Office Hot Line at 213.217.7444.

Non- Mandatory (Optional) Pre-Proposal Conference

1. A non-mandatory pre-proposal conference for prospective Respondents will be held at **1:30 p.m. PDT, August 22, 2011**, at Metropolitan's facility located at Union Station, 700 N. Alameda Street, Los Angeles, CA 90012 in conference room 3-599. . Metropolitan will discuss the services required under this RFP. Subcontractors are not required to attend the pre-proposal conference. **Though attendance is not mandatory, Respondents are strongly encouraged to attend.**
2. Limited valet parking is located at our building's main entrance. Additional public parking is available in the Union Station transportation complex. **Parking will not be validated.** Sign in at our building's front desk for a temporary badge and the location of the conference. Please allow sufficient time to sign in and proceed to the conference. As an alternative to driving, respondents may wish to ride the Metrolink. View www.metrolinktrains.com for more information and schedules.
3. Respondents are invited to present relevant questions at the pre-proposal conference; however, all clarification requests must be submitted as a Request for Clarification as set forth below and will be responded to through an official written addendum to the RFP. All official changes and clarifications to the RFP will be issued through a written addendum.
4. In an effort to maintain Metropolitan's commitment to sustainability, it is offering a "green" alternative to attending selected pre-proposal conference in person. This pre-proposal conference will be available in webinar format. The cost to participate by webinar is \$79 per connection. Respondents who prefer to participate in the conference via this webinar feature must contact Metropolitan's provider of this service. Green Proposals, at (310) 472-1811 or info@greenproposals.com for additional information.

Request for Clarification

1. Firms requesting clarification pertaining to this RFP must submit all requests by 12:00 p.m. [Noon] PDT on August 25, 2011 via email to Martin Dun, at mdun@mwdh2o.com.

As appropriate, Metropolitan will respond to questions, and answers will be posted on its e-procurement website in the form of an addendum to the RFP.

2. In order to be responsive, receive updates, clarifications, addenda and amendments, you **must** complete the online registration by going to www.mwdh2o.com, then click on "Doing Business" and then "Vendor Registration".

General Proposal Information

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of the Proposal.
2. All Proposals submitted will become the property of Metropolitan.
3. Respondent may modify or amend its Proposal only if Metropolitan receives the amendment prior to the deadline stated herein for receiving Proposals.
4. If Respondent forms a joint venture, a copy of the joint venture agreement will be requested if Respondent is selected for award. Do *not* submit the joint venture agreement with the Proposal.
5. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material variation from the information contained in this RFP.

Right Reserved to Metropolitan

In addition to rights established elsewhere in this RFP, Metropolitan reserves the right to:

- Reject any or all Proposals;
- Select the Proposal most advantageous to Metropolitan;
- Verify all information submitted in the Proposal;
- Withdraw this solicitation at any time without prior notice and furthermore, makes no representation that any contract will be awarded to any Respondent responding to this RFP;
- Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as Metropolitan may deem to be in its best interests;
- Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of Metropolitan;
- Amend the RFP;
- Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between Metropolitan and the successful Respondent.

Validity

Proposal shall be valid for a period of at least twelve (12) months from the closing date and time of this RFP. Proposals may not be withdrawn after the submission date.

Pre-Contractual Expenses

Metropolitan shall not, in any event, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposal.. Respondents shall not include any such expenses as part of their Proposal. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this RFP; submitting that Proposal to Metropolitan; negotiating with Metropolitan any matter related to the Proposal; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.

Confidentiality

1. Metropolitan is subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public and Metropolitan cannot consider proposals marked confidential in their entirety.
2. Respondent may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including “trade secrets” under Evidence Code § 1060. Such supplemental information **shall not be material** to the required submittal information and Metropolitan shall be under no obligation to consider such supplemental information in its evaluation.
3. If submitting confidential, supplemental information, such information shall be submitted on a different color paper than, and bound separate from, the rest of the submittal, and shall be clearly marked "Confidential." Upon completion of its evaluation, Metropolitan will destroy any confidential, supplemental information submitted, or return such information to Respondent if so requested at time of submittal.
4. In the course of this solicitation process and upon successful award, certain documents provided by Metropolitan may be considered confidential for security reasons. In such cases, Respondents will be required to sign confidentiality agreements. .

Protest Procedure

Respondents may review Metropolitan’s protest procedure at: <http://www.mwdh2o.com>. Doing Business, Professional Service Opportunities, click on “Protest Procedures.”

Award of Contract

After a Respondent(s) is selected, the award of a Contract (Agreement) is contingent upon the successful negotiation of terms, acceptability of cost proposals and/or fees and formal approval by Metropolitan.

Metropolitan Terms and Conditions

Attachment 1 contains Metropolitan Terms and Conditions and will become a part of resulting contract(s). Before submitting your Proposal, you are to carefully review and comment on any exceptions to the provisions set forth in Attachment 1. Metropolitan reserves the right to modify, add or delete any of the provisions therein prior to issuance of a contract.

Conflict of Interest

Respondent must complete and return the Conflict of Interest Statement (Attachment 2) with its Proposal.

Certificate of Insurance

Respondent shall state its willingness and ability to provide Metropolitan with required insurance coverage as set forth in the sample Agreement within seven (7) days of notification of selection for award. The insurance coverage required for this RFP is as follows:

1. General Liability = **\$1,000,000**

2. Automobile Liability = **\$1,000,000**

3. Workers' Compensation = Covering of all Contractor's employees shall be furnished in accordance with the Statutory Requirements of the State of California and shall include Employers' Liability insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease.

Term of Agreement

The term of any Agreement will be for a one-year period.

Contractor irrevocably offers Metropolitan the right, at Metropolitan's sole option to renew the contract for four (4) additional one-year periods. Upon Metropolitan's election to accept renewal, notice of renewal will be given to the Contractor in writing by Metropolitan, normally within 60 days before the expiration date of the current contract.

Definition

Agreement: Contractual document specifying the terms and conditions, and defining the Scope of Services to be performed by the Contractor for a specific project, or on a continuing or on-call basis.

Project Manager/Agreement Administrator: The person assigned to administer the work to be accomplished by Contractor and the primary point of contact between Metropolitan and Contractor.

Contractor: The party entering into an Agreement with Metropolitan for the performance of the work described in this RFP.

Fee Schedule:: A price lists of costs associated with performing the requested services, including but not limited to labor costs, overhead, profit, and other direct costs.

Joint Venture: An association of two or more persons or firms engaged in the cooperative effort of providing services described in the Scope of Services for which a Proposal is being submitted.

Key Personnel: Lead members of Contractor's team and actual direct participants in the services. Key personnel may include the Contractor's employees or a Subcontractor.

Metropolitan: Metropolitan as used hereinafter shall refer to The Metropolitan Water District of Southern California.

Respondent: A sole proprietor, partnership, corporation, or joint venture making a Proposal or response to Metropolitan's Request for Proposal.

Regional Business Enterprise: Firms having an office for a minimum of one year within Metropolitan's service area which includes portions of the following six counties. Los Angeles, San Bernardino, Riverside, Orange, San Diego and Ventura. To determine if a business is within Metropolitan's service area click on the following link:

<http://www.mwdh20.com/mwdh2o/pages/memberag/member04.html>

Small Business Enterprise: Those firms meeting the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

Disabled Veteran Business Enterprise: Any firm that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 U.S.C. 657f) and by the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).

Subcontractor: Any person, firm, or corporation performing work or providing service for the Contractor in support of the Scope of Services for an agreement.

Solicitation: An RFP,(Request for Proposals), RFI (Request for Information), or RFB (Request for Bids) issued by Metropolitan.

SECTION 2 SCOPE OF SERVICES

1. OVERVIEW

The Metropolitan Water District of Southern California ("Metropolitan") is seeking a qualified and experienced Contractor (Respondent) to provide, at a minimum, the following Records Management Services: 1) off-site Storage and retrieval Services of paper records, as described below; 2) web-based computerized tracking system to include barcoding features; 3) delivery/pickup to selected MWD offices/sites; 4) orientation and training program(s) for Administrative Records Coordinators and Records Management staff; 5) Executive Shredding Program and 6) other Records Management tasks to be determined by Metropolitan's Business Technology Group.

For purposes of this Request, Metropolitan's paper records include an estimated 12,000 standard records storage boxes; 3,000 environmentally controlled boxed engineering drawings; 1,000 environmentally controlled historical cubic foot boxes; 100 environmentally controlled photo albums; and 120,000 environmentally-controlled hanging drawings.

2. STATEMENT OF WORK

2.1 Services To Be Provided / Contractor Responsibilities

In addition to providing those services specified as minimum requirements in Section 1, Contractor may also be asked to perform or provide any of the following during the term of the contract and must confirm that it will be prepared to do so:

- An adequate, comfortable and separate workspace at its facility for Metropolitan's employees to review drawings, and archived documents.
- An online (web access) system to allow Metropolitan to review, request retrieval and re-file or delete boxes and hanging drawings within the collection electronically and with security controls.
- A customer service representative assigned to the Metropolitan account.
- A communications network for fax, telephone and Email.
- An email confirmation program to confirm pickup and delivery orders placed by Metropolitan's Record Coordinators.

- An initial and on-going training program for both Records Management staff and approximately 70 record coordinators. Includes both individual, hands-on training and training documentation.
- A Business Resumption/Disaster Recovery Plan.

2.2 Repository Location

Contractor shall maintain a document storage area for Metropolitan's administrative records **within** a radius of 25 miles but **outside** a radius of 15 miles from Metropolitan's Union Station Headquarters, 700 North Alameda Street, Los Angeles, California 90012.

Repository Specifications

Repository for Metropolitan records must:

1. Be inconspicuously situated, with low-public profile, and reasonably removed from any freeway on/off ramp, overpass and reasonably removed from any immediate dangers posed by flood, vandalism, and/or fire endangerments. Facilities must meet NFPA and ANSI standards.
2. Be located at a safe distance from chemical processing facilities, gas stations, and power plant facilities which use or handle flammable or explosive materials, as well as civil/military airports
3. Include among other safety features, security from fire, flood, sabotage, humidity degradation, insect infestation, and damage resulting from structural building deficiencies.
4. Include shelves within the vault that is braced for earthquake safety.
5. Have vault walls and floor constructed with reinforced concrete.
6. Be certified by a California registered Structural Engineer as a qualified 'essential facility and can withstand the earthquake forces as required by the current building code.
7. Have fire detection/extinguishing systems in-place with monitoring and testing on a routine schedule. Sprinkler systems shall be rated at a minimum of 165 degrees Fahrenheit.
8. In the event of power loss/failure, include an alternate system plan which must be operational within 8 hours.

Contractor shall make periodic inspection of the Repository for cleanliness/clutter. Periodic inspection by Metropolitan will be made on an unannounced schedule.

2.3 Security Requirements

- A 24-hour access security shall be maintained. Access by Metropolitan personnel shall be restricted to designated Records Management staff. Limited access to records stacks will be provided to Metropolitan employees, on a pre-approved escorted basis.
- Facility security shall include 24-hour building passive and active peripheral security modes, including established and tested U/L rated monitoring equipment.
- Access to record(s) box contents shall be restricted to Metropolitan personnel only.
- Metropolitan's logo and/or name shall not be apparent and/or printed on any label, forms and/or codes to be used outside of storage boxes.

2.4 Business Resumption/Disaster Recovery Plan

- Courier service must be available from off-site locations 24-hours a day, 7-days a week, 365 days a year on a scheduled and emergency basis. This to include delivery to 12-designated Business Continuity sites throughout Southern California, during a Metropolitan declared emergency.
- Summary of Business Resumption plan must be submitted to Metropolitan prior to award of contract. Revisions/amendments of said plan shall be submitted to Metropolitan throughout length of contract.
- Contractor shall have an established and tested Business Resumption plan for Contractor's computer system, including a backup electrical generator as applicable, or another source of electrical power to sustain operation of its computer system for a 72-hour duty cycle.
- The Contractor will provide Metropolitan with a list of emergency contact names, email addresses and telephone numbers of employees who are designated to respond to an emergency.

2.5 Transition Plan / Other

- Respondent will provide a plan for transferring records from previous vendor location to respondent's facility.
- Plan will include logistics of how to move boxes and hanging drawings into respondent's facility. Move charges shall be at no charge to Metropolitan.

- If, at the end of the contract period , Metropolitan elects to move to a different off-site storage vendor, only routine retrieval costs (no permanent removal charges) will be paid by Metropolitan to move records out of facility to the new vendor.
- Metropolitan reserves the right to request an audit of inventory and activities at any time during the contract period.

2.6 Delivery/Pickup Services

The Respondent selected shall provide the following pickup/delivery services requested by Metropolitan's Records Management staff or duly authorized designee(s).

- 1) Daily cubicle-to-cubicle pickup/delivery services in the following Los Angeles County areas:
 - a) Metropolitan Headquarters Offices, 700 North Alameda Street, Los Angeles, California 90012.
 - b) Metropolitan's La Verne Facility, 700 Moreno Avenue, La Verne, California 91750.

Delivery to the Metropolitan Headquarters location shown above, involves a minimum of one delivery/pickup per day, the La Verne location pickup/deliveries will be on an *as needed* basis.

2.7. Inventory Processing and Management of Hanging Drawings, Boxed Drawings, Photograph Albums and Historical Record Boxes

The contractor shall provide the following services to Metropolitan:

- A storage system for drawings that allows drawings to be hung vertically instead of lying flat.
- Supply hangers for drawings.
- Apply hangers and barcodes to drawings and revisions prior to being added to inventory.
- Pull old drawing revisions, replace with new revisions and update electronic inventory database accordingly.
- Return superseded drawings (previous version) to Metropolitan Records Management.

- Maintain electronic inventory database that is searchable by Drawing No., Contract No., Specification No., and Revision No.
- Provide an environmentally controlled storage area or vault for hanging drawings, boxed drawings, photograph albums and historical record boxes. Temperature and relative humidity will be maintained at a constant 60-65 degrees Fahrenheit and 30% to 50% relative humidity.

2.8. Reporting and Related Services

Contractor shall provide the following services to Metropolitan:

- An automated tracking system using customer box numbers and bar code identifiers including barcodes assigned to boxes by previous vendors and which allows Metropolitan's Record Coordinator staff to search on any of this criteria.
- An automated tracking and ordering system for drawings using Drawing No., Contract No., Specification No., and Revision No.
- An inventory for all boxes and drawings listing organization collections.
- Provision for Metropolitan staff to access Contractor's computer system for research and for processing requests.
- A system which can be updated in real time rather than by batch.

Contractor must provide to Metropolitan a monthly report of all inventory and monthly activity generated by Metropolitan's Records Coordinators, and the two digit control code (department code) assigned to that record coordinator's collection.

Contractor must provide Metropolitan with the ability to generate ad hoc reports including, but not limited to inventory, order status, order history, box inventory by department code and current box status (in inventory/checked out/deleted).

2.9. Shredding Services

- Contractor will provide shredding services both at its location and on site at Metropolitan's Los Angeles and La Verne sites.
- Box contents will be shredded, and the empty box and lid will be returned to Metropolitan.
- The contractor will pull the boxes prior to shredding to allow Metropolitan Records Management staff to review the boxes and approve for destruction.
- If shredding is to be done at Metropolitan, the boxes will be delivered to a designated Metropolitan location to allow Records Management staff to review the boxes prior to destruction.

- The contractor will provide collection consoles for shredding at designated areas within Metropolitan.

2.10 Training and Documented Procedures

- Contractor shall provide to Metropolitan Records Management staff and records coordinator with individual hands-on training on its web-based ordering system. Training shall include how to submit pickup and delivery orders of boxes, instructions on hanging drawings and other records, how to track orders and how to cancel orders. Training documentation must also be provided.
- Contractor must provide to Metropolitan documented procedures for listing location(s) of all Metropolitan's boxes/files.
- Contractor will provide hands-on training on its destruction of records and shredding process.
- Contractor shall provide to Metropolitan documented procedures for use of Conference Room, Fax/Telephone, Copiers and other equipment required for Metropolitan's day-to-day operations.
- Contractor will provide hands-on training and documentation on its procedures for security access to their facility by authorized Metropolitan staff.
- Contractor will provide hands-on training and documentation on their procedures for authorizing records coordinators to have access to only their assigned records.
- Contractor will provide hands-on training to Metropolitan Records Management staff on how to generate pre-formatted and customer generated ad hoc reports. Written documentation must be provided.

3.0 Vehicles and Transportation

Vehicles to be used in transit of records shall be Contractor-owned or leased with appropriate insurance coverage.

Chemical fire extinguisher shall be installed and readily available in all of Contractor's vehicles. Contractor shall make available to Metropolitan a vehicle preventive maintenance plan.

4.0 Invoice Requirements

Contractor's invoice shall contain the following information:

- Purchase order number
- Invoice Number

- Invoice Date
- Contract item numbers and corresponding item descriptions as listed on the Agreement. (Example: 02-999-90055 New Box Processing).
- Disposal costs
- Monthly report showing authorized activity for each organization or department code.
- Environmentally controlled storage costs should be billed on a separate account from (normal) non-environmentally controlled storage.

Failure to include this information will result in significant delay of any payment. Payment will not be made until the information is provided.

5.0 Change Orders

All contract changes, such as changes in the Scope of Work, must be handled as Change Orders. Contract Change Orders shall be in writing and authorized in advance by both the Contractor and Metropolitan's Procurement Team Manager.

SECTION 3 EVALUATION CRITERIA

General

The following evaluation criteria will be used for the evaluation and selection of the Contractor. Each proposal will be competitively evaluated on its strengths and weaknesses against the following criteria listed below and as described in Section 4.

Evaluation Criteria	Weight
Company Qualifications and Experience	20
Qualifications and Experience of Key Personnel	15
Approach/Methodology	20
Cost Proposal	30
Environmental Sensitivity	5
SBE	5
RBE	5
Total	100

Company Qualifications and Experience

- Company history, maturity and financial health
- Location of Respondent's office(s)
- Organizational capabilities and resources (facilities, staff, computer systems, other equipment and transportation)
- Experience and track record with clients and projects of similar scale and work scope, with relevant experience in public agency projects desirable
- Business Resumption / Disaster Recovery Plan

Qualifications and Experience of Staff

- Experience, training, certifications of key personnel, with relevant experience in public agency projects of similar scale and work scope a plus

Approach / Methodology

- Efficiency of administrative functions (billing, customer support, business support, etc.)
- Strength and clarity of the transition plan.

- Approach shows an understanding of the Scope and meets the requirements and needs of Metropolitan
- Methodology includes specificity on how Respondent will support Metropolitan's Records Management Program, including Coordinators .
- Security of and accessibility to the documents

Cost Proposal

- Competitiveness and reasonableness of costs

Environmental Sensitivity

- Policies or practices that demonstrate environmental sensitivity

Business Outreach Program Compliance

- Respondents (primes) who submit the required documents as stated in Section 1 [Business Outreach Program] and qualify for the Small Business Enterprise/DVBE incentive will be awarded five (5) percentage points toward the total number of evaluation points.
- Respondents (primes) who qualify as Regional Business Enterprise will be awarded five (5) percentage points toward the total number of evaluation points.

SECTION 4 PROPOSAL INSTRUCTIONS

Packaging

Proposals shall be enclosed in a sealed package. Respondent's name and address shall appear in the upper left-hand corner of the package. All Proposals shall be identified with **RFP-MD-229379** legibly written on the outside of the packages(s). If multiple packages are submitted, each package must be legibly numbered, i.e., 1 of 3, as required.

Submittal

Respondents shall submit their hard-copy Proposals as follows:

1. One [1] original clearly marked as "Original" on the outside cover containing an original signature along with four **(4) copies**. Additionally, respondents are encouraged to submit one **(1) CD containing the Proposal in a single file in PDF format** to the following address:

By Mail

The Metropolitan Water District
of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

Attn.: Business Resource Center Desk,
US 5-113

RFP-MD-229379- Records Management
Services

In Person or by Courier

The Metropolitan Water District
of Southern California
700 North Alameda Street
Los Angeles, California 90012

Attn.: Business Resource Center Desk,
US 5-113

RFP-MD-229379 Records Management
Services

2. Proposals will be received until 3:00 p.m. (PDT), **September 7, 2011**
3. **In Person Delivery:** All Proposals must be delivered to the **Business Resource Center (BRC)**, 5th floor, Union Station Building at 700 North Alameda Street, Los Angeles. Respondents (or Courier), must sign-in at the Security Desk located on the 1st floor in order to have access to the BRC. The BRC will date and time stamp all Proposals upon receipt. Respondents or Courier will be given a copy of the receipt for their records. **Proposals received by the BRC after the stated time and date, will be considered late and will be returned.**
4. Metropolitan will not be responsible for submittals that are delinquent, lost, mis-marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by Metropolitan.

Response Requirements

1. The information requested below will be used to evaluate the Respondents Proposal based on the criteria outlined in Section 3. Respondents may be deemed non-responsive, if they do not respond to all Sections, A through K.
2. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
3. Respondent's proposal shall be clear, accurate, and comprehensive. **Excessive or irrelevant materials will not be favorably received. A material departure from the format requirements listed herein may render the proposal as non-responsive.**
4. The **Hardcopy Proposals** shall be three-hole punched and placed in a three-ring binder. They shall be organized in separate sections tabbed with corresponding letters and related headings in the order presented below:
 - A. Executive Summary Letter
 - B. Validity of Proposal
 - C. Statement of Compliance
 - D. Certificate of insurance
 - E. Minimum Requirements Minimum Requirements
 - F. Company Qualifications and Experience
 - G. Qualifications and Experience of Staff
 - H. Approach / Methodology
 - I. Cost Proposal
 - J. Environmental Sensitivity
 - K. Conflict of Interest

A. Executive Summary Letter

This letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFP. **This letter must include the following information:**

- **Company name (as registered with MWD)**
- **NetConnect Vendor ID number**
- **Address**
- **Contact person**
- **Telephone number and**
- **E-mail address**

The letter must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code, and shall identify all materials and enclosures being forwarded in response to this RFP. An unsigned Proposal submission may be grounds for rejection.

B. Validity of Proposal

Responses to this RFP shall be valid for a minimum of twelve (12) months. Submissions not valid for at least twelve (12) months will be considered non-responsive. The Respondent shall state the length of time for which the submitted Proposal shall remain valid.

C. Statement of Compliance

Respondent shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, i.e., Attachment 1, etc.) or a list of exceptions. The list of exceptions must include: suggested rewording / changes; reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided.

D. Certificate of Insurance

Respondent shall state herein the willingness and ability to provide the required insurance coverage and ACORD insurance form. Insurance requirements are listed in Section 1 herein and in Attachment 1, Metropolitan Terms and Conditions. Metropolitan shall request the actual ACORD insurance form when recommendation for award is made.

E. Minimum Requirement(s)

In this section, Respondent shall affirm that it meets the minimum requirements stated in Section 1 by including the following statement *"I certify and demonstrate that I meet the minimum requirement(s)."*

In addition, Respondent shall include in Section E of their proposal the following:

- Attachment 3, Respondent Questionnaire – Part A Minimum Requirements

Respondent's Proposal may be deemed non-responsive if these minimum requirement(s) are not met.

F. Company Qualifications and Experience

In this section of your proposal, please explain or include the following information:

1. Company ownership (if incorporated, the state in which the company is incorporated and the date of incorporation).
2. Company history, years in business, and financial standing
3. Organizational structure and organizational chart
4. Why Respondent is qualified to perform the services outlined in Section 2.

5. Attachment 3 Respondent Questionnaire, Part B, Facilities and Systems. Please include additional sheets if you require more space to answer the questions in Part B of the Questionnaire.
6. In addition to the facility used for storing Metropolitan's records, state the location and size of other Respondent offices and facilities in California, including the number of employees working at these locations.
7. An executive summary of the technical and administrative personnel, computer and transportation systems, and other resources that would support Metropolitan.

IMPORTANT

Please ensure the responses to #8 and #9 below demonstrate that Minimum Requirement #1 is met.

8. The total number of projects worked on within the last five (5) years most similar in scale and scope to the services requested under this solicitation. Relevant public agency projects are desirable and should be noted.

List active projects first and for each, provide all pertinent information including but not limited to:

1. Client name and address.
 2. Client contact name, telephone and fax number, and email address.
 3. Project title, start-end dates and cost.
 4. Your firm's role and how this is a representative engagement where Respondent gained experience that will benefit Metropolitan
 5. Staff assigned to referenced project that will be designated for work under this RFP
9. Select a minimum of three projects from those cited in # 8 above, that best demonstrate your qualifications and provide a more **detailed** description of each, including your firm's specific responsibilities. Metropolitan may contact the reference projects submitted in your proposal. Metropolitan may use past performance information obtained from a variety of sources and not just those contacts identified by the respondent.
 10. Your Business Resumption/Disaster Recovery Plan which describes how business, including computer systems, would be operated during these events.

G. Qualifications and Experience of Key Personnel

In Section G of your proposal:

1. Provide an organizational chart which identifies names and titles of key personnel that will be assigned to support work as outlined in Section 2.

2. Submit profiles or resumes of key personnel detailing their specific experience, education, training, and certifications held. Identify the personnel that would be involved in the daily work, and emphasize their qualifications and describe their experience with projects of similar scale and scope, including public agency projects.

H. Approach/ Methodology

In Section H of your proposal:

1. State your approach to managing and providing the services, outlined in Section 2, including daily delivery and pickup.
2. Describe your transition plan for transferring records from Metropolitan's current contractor to your facility. Includes the logistics of how such a move would occur.
3. Discuss how Metropolitan requests for pickup and delivery records would be handled. Include regular and rush orders. State if pickup and delivery orders can be consolidated into one trip or are separate trips required.
4. Describe the system used to control the inventory of boxes and drawings within your facility. Include how boxes are controlled when ordered for pickup, delivery, or deleted from inventory. State your capabilities for tracking inventory by the unique department codes used by Metropolitan.
5. Describe the system / process used by Metropolitan to research inventory and initiate, track and confirm pickup and delivery orders.
6. Engineering drawings are required to be hung rather than laid flat during storage. Are you currently capable of complying with that requirement? If not, what would you do to institute a hanging drawing system, supply hangers and provide services to maintain drawing versions by replacing the old drawings with new revisions and updating the inventory database accordingly?
7. Refer to the reporting requirements, and describe the activity reports that would be provided to Metropolitan. What data is included in the reports? Discuss the ad hoc reporting capabilities of your system which are available electronically to Metropolitan.
8. Provide information on your shredding services, both at your location and at Metropolitan's Los Angeles and La Verne sites. Indicate if you have an Executive Shredding Program, and if so, provide details.
9. Describe the service options available for the destruction of records both at your facility and on site at Metropolitan's Los Angeles location? Describe your destruction process. Are destruction procedures documented and available to Metropolitan? Empty boxes must be returned to Metropolitan's Los Angeles office.
10. Refer to the training requirements outlined in the Scope, and describe fully the on-site training that would be provided to Metropolitan staff. Include initial and on-going training. Are procedures for placing orders and destroying records documented and available without charge to Metropolitan?

11. Discuss how the transportation aspect of the services would be handled. Confirm that the vehicles used are Contractor owned or leased. Include information, such as type, age and number of fleet vehicles available to perform the services.
12. Explain how your financial systems would accommodate unique purchase order information (Purchase Order Nos., Metropolitan's internal part number and Item descriptions) required by Metropolitan when processing invoices.

I. Cost Proposal

In Section I of your proposal:

- Include Exhibit A, Fee Schedule

J. Environmental Sensitivity

Please describe your approach to the project or your firm's practices that demonstrate sensitivity to the environment.

Such practices may include but would not be limited to: use of hybrid vehicles, mandated use of recycled paper, mandated use of products certified by Green Seal, a policy which reduces waste, etc. Firms that demonstrate environmental sensitivity will be awarded 5 percentage points toward the total number of evaluation points.

K. Conflict of Interest Statement

Respondent shall complete and submit the Conflict of Interest Statement, Attachment 2.

SECTION 5

EVALUATION PROCESS AND NEGOTIATIONS

General

1. Proposals will be reviewed by the Senior Buyer to verify compliance with submission instructions, response requirements, and minimum requirements. Any proposal not meeting the minimum requirements may be deemed non-responsive.
2. Proposal evaluation will commence following the review conducted by the Senior Buyer. During the evaluation process, the evaluation panel may request clarification, as necessary, from Respondents. Respondents should not misconstrue a request for clarification for negotiations. It is anticipated that the evaluation process will be completed within approximately 30 to 45 working days. Respondents will be notified via email regarding status of Respondent's Proposal.
3. Metropolitan may select qualified Respondent(s) based solely on the submitted Proposal.
4. Following the evaluation of the submitted Proposals, a short list of the most qualified Respondents may be developed based on the criteria outlined in Section 3. Metropolitan may elect to have the short list of Respondents give oral presentations. Short-listed Respondents must be prepared to give their presentation within five (5) business days of the request by Metropolitan. The evaluation panel may ask questions about Respondent's written Proposal and other issues regarding the scope of work. Presentations will be evaluated and Metropolitan may ask short-listed firms to submit a "best and final" Proposal. The short-list interview may be scored.
5. Metropolitan may also tour the facilities of short listed respondents.

Negotiations

Negotiations regarding agreement terms, conditions, scope of work, and pricing may or may not be conducted with Respondent. Therefore, Proposals submitted should contain the Respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent. If Metropolitan engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. Metropolitan may elect to contact another firm submitting a Proposal. This sequence may continue until an agreement is reached.

ATTACHMENT 1 – METROPOLITAN TERMS AND CONDITIONS
MAY 3, 2010

METROPOLITAN PURCHASE ORDER No. _____

(To be use with a Purchase Order detailing the Scope of Work, Term, Maximum Amount Payable.)

1. General

Contractor shall provide all material, labor, equipment, goods, and services in accordance with this contract and as necessary to accomplish the results indicated or implied in the contract (the “work”) set forth in this Purchase Order.

2. Agreement Administrator

- a. In performing services under this Agreement, Contractor shall coordinate all contact with Metropolitan through the Agreement Administrator designated by Metropolitan in the Purchase Order. Metropolitan reserves the right to change this designation upon written notice to Contractor.
- b. The acceptability of all services performed for this Agreement shall be determined by Metropolitan’s Agreement Administrator. To the extent not otherwise established herein or in the purchase order, Metropolitan’s Agreement Administrator will establish the scope of services, and timetable for completion of services.

3. Compensation

- a. For the services performed and the costs incurred by Contractor under this Agreement, and with approval of Agreement Administrator, Metropolitan will compensate Contractor in accordance with the Fee Schedule or Payment Term set forth in the Purchase Order. This Fee Schedule or Payment Term shall include the rates and expenses of subcontractors and shall remain in effect for the duration of this Agreement.
- b. Pricing shall remain firm for the first year of the contract. Price adjustments shall only be reviewed annually prior to the expiration of each one-year renewal option period. Contractor shall submit a written request for price adjustment at least 60 days prior to the expiration date of the current contract. Price adjustments shall become effective only upon approval by Metropolitan’s Procurement Team and shall remain firm for the entire term of the renewal contract year. Metropolitan shall grant price increases only as a result of requests in which cost increases to the Contractor are documented. In no case shall Metropolitan grant an increase of greater than five percent (5) of the price paid in the previous contract year. The request for a change in pricing shall include as a minimum: (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the adjustment requested with documentation to support the requested change (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CIP-U), or other applicable data).
- c. No escalation shall be allowed to Contractor’s markup during the life of the contract, including any renewal options.

- d. Metropolitan will only pay Contractor's expenses to the extent allowable expenses are identified in this Agreement. Metropolitan shall pay Contractor for allowable expenses, including work and expenses of any subcontractor, only at Contractor's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, subcontractors' fees and expenses. [INCLUDE THIS ARTICLE IN ALL NON-FIXED PRICE AGREEMENTS]
- e. Where travel expenses are allowable, Contractor shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit _____, attached hereto.

4. Notices

Any notice or communication given under this Purchase Order or Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

Metropolitan Water District	Contractor's name
of Southern California	Address
Post Office Box 54153	Address
Los Angeles, CA 90054-0153	Attention: Mr./Ms. Name
Attention: _____	

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

5. Business Outreach

It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities and economically disadvantaged enterprises. In performing services under this Agreement, Contractor shall endeavor to further this policy wherever practicable and, if specified, agrees to utilize the services of Small Business Enterprises at the participation level(s) so specified.

6. Independent Contractor

Contractor agrees to furnish services in the capacity of an independent contractor and neither Contractor nor any of its employees shall be considered to be an employee or agent of Metropolitan.

7. Equal Employment Opportunity and Affirmative Action

Metropolitan is a federal contractor. Accordingly, the parties hereby incorporate the equal employment opportunity clause requirements of 41 C.F.R. Sections 60-1.4(a), 60-250.5(a), 60-300.5(a), and 60-741.5(a), if applicable. Contractor agrees to comply with the written affirmative action program (AAP) requirements of 41 C.F.R. Sections 60-1.40, 60-250.40, 60-300.40, and 60-741.40, if applicable. Contractor agrees to submit to Metropolitan its current AAP, if applicable, within 30 days of a request. Contractor shall permit Metropolitan access to its books, records, and accounts for purposes of ascertaining compliance with this Paragraph 8.

8. Guarantee and Warranty

- a. Contractor guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles

applicable to the work. Among other things, and without waiver of Metropolitan's other rights or remedies, Metropolitan may require Contractor to re-perform any of said services which were not performed in accordance with these standards. Contractor shall perform the remedial services at its sole expense.

- b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

9. Legal Requirements

The Contractor shall give all notices applicable to furnishing and performing the work. The Contractor, his agents, and his employees shall comply with all such applicable laws and regulations in effect or that may become effective before completion of this Contract.

- (a) If the Contractor performs any work that is contrary to laws or regulations, the Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the scope of work and specifications are in accordance with laws and regulations, but this shall not relieve the Contractor of its obligations.
- (b) Except as otherwise explicitly provided elsewhere, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense; and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.
- (c) Metropolitan will not be liable for the Contractor's failure to obtain, maintain, and comply with all required permits and licenses. All fines and fees assessed by the regulatory agencies as a result of said failures shall be the Contractor's responsibility. In the event Metropolitan is assessed with any fines or fees by a regulatory agency related to the Contractor's failure to obtain, maintain, and comply with all required permits and licenses, the amount of fees or fines will be deducted from Contractor's earnings.

10. Billings and Payment

- a. Contractor shall submit a monthly invoice to Metropolitan's Accounts Payable Section, whose mailing address is P.O. Box 54153, Los Angeles, California 90054-0153. Each invoice shall indicate Contractor's name and mailing address, Metropolitan's project name and agreement number, and the beginning and ending billing dates.
- b. Any mailing address change must be submitted in writing to Metropolitan's Corporate Resources _____, at the above address. Without proper notification of an address change, Contractor's invoice payment may be delayed.
- c. Contractor's invoices shall be signed and certified to be true and correct to the best of Contractor's knowledge and shall include the following information: the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and total amount previously invoiced.
- d. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Contractor within 30 days after receipt of the invoice. There shall be no payment on charges invoiced ninety (90) days or longer from the date incurred.
- e. Right to Withhold Payment

Metropolitan may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect Metropolitan from loss as a result of:

- i. Defective work not remedied in accordance with provisions of the Contract Documents
- ii. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
- iii. Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors
- iv. Damage to other work or property
- v. Failure of the Contractor to maintain all records as required; to submit progress schedules, weekly payroll records and any other such items as may be required by this specification.

11. Audit

- a. Contractor shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.
- b. Metropolitan will have the right to audit Contractor's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following completion of services under this Agreement.
- c. Upon reasonable notice from Metropolitan, Contractor shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

12. Use of Materials

- a. Metropolitan will make available to Contractor such materials from its files as may be required by Contractor to perform services under this contract. Such materials shall remain the property of Metropolitan while in Contractor's possession. Upon termination of this contract and payment of outstanding invoices of Contractor, or completion of work under this contract, Contractor shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performing the services under this contract.
- b. Metropolitan may utilize any material prepared or utilize work performed by Contractor pursuant to this contract, including computer software, in any manner which Metropolitan deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.

13. Intellectual Property

All right, title and interest in all intellectual property conceived or developed in the course of Contractor's work for Metropolitan under this Agreement shall be the property of Metropolitan. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

- a. Contractor shall not use or disclose any intellectual property conceived or developed in the course of Contractor's work for Metropolitan, except: (i) intellectual property in the public domain through no fault of Contractor, (ii) intellectual property which Contractor can prove was received by him or her from a third party owing no duty to Metropolitan, and (iii) intellectual property for which Contractor has received express, written permission from the General Counsel for Metropolitan, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.
- b. Contractor shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Contractor's work for Metropolitan under this Agreement.
- c. Contractor shall assign and does hereby assign to Metropolitan all right, title and interest to intellectual property conceived or developed by Contractor in the course of Contractor's work for Metropolitan under this Agreement.
- d. Contractor shall cooperate in the execution of all documents necessary to perfect Metropolitan's right to intellectual property under this Agreement.
- e. When requested by Metropolitan, or upon the completion of each work assignment or upon termination of this Agreement, Contractor shall return all documents and other tangible media containing intellectual property developed by Contractor during the course of this Agreement, including all prototypes and computer programs.
- f. When requested by Metropolitan or upon termination of this Agreement Contractor shall promptly erase copies of all Metropolitan intellectual property from Contractor's computers.

14. Nonuse of Intellectual Property of Third Parties

Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for Metropolitan, or that Metropolitan has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

15. Access to Metropolitan Premises

NON- ESCORTED ACCESS (TEMPS, CONTRACTORS PERFORMING EXTENDED ONSITE WORK)]

- a. Due to security and safety concerns, Contractor shall verify that all persons employed or engaged by it or its subcontractors to work without escort on Metropolitan's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to Metropolitan's satisfaction that the individual does not pose a security risk; and have been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Contractor shall verify that all persons employed or engaged by Contractor or its subcontractors who drive or operate machinery requiring specialized permits or licenses on Metropolitan's premises have a valid license to do so. Contractor shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon Metropolitan's request, provide copies of all such records.

- b. For each person scheduled for work on Metropolitan's premises, Contractor shall submit to Metropolitan the name and written verification of the above requirements at least 10 work days prior to the first proposed work start date on Metropolitan's premises. Metropolitan shall provide Contractor, and Contractor shall provide to its and its subcontractors' employees an identification (ID) badge on or prior to the proposed start date. Contractor and subcontractor personnel shall wear the ID badge as directed by Metropolitan at all times when on Metropolitan's premises.
- c. Upon Metropolitan's notice, Contractor shall discharge from Metropolitan's premises any Contractor or subcontractor employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

16. Indemnity

- a. Contractor assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.
- b. Contractor shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Contractor and/or subcontractors relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

17. Insurance

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employee.

Contractor shall sustain proof of insurance coverage in an updated form during the term of this Agreement. Failure to provide the updated insurance form annually may result in the withholding of Contractor's invoice payment. Contractor shall forward the ACORD form, attached hereto as (Exhibit ____) and incorporated by reference, as follows:

Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, CA 90054
Attention: _____

PURCHASE ORDER NO. _____

a. Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial Liability coverage (occurrence FORM CG0001)
- 2. Insurance Services Office FORM NUMBER CA 0001 covering Automobile Liability , Code 1 (any auto)
- 3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

b. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.
- 2.. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

c. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to Metropolitan, its officers officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Verification of Coverage: Contractor shall furnish Metropolitan with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage, and coverage binders required by these specifications at any time.

e. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

f. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. Metropolitan, its officers, officials, employees and agents are to be covered as insureds, as respect to liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respect to Metropolitan, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees or agents shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

g. Other Endorsements and Insurance Provisions

1. All rights of subrogation under the property insurance policy (if any) have been waived against Metropolitan.
2. The workers' compensation insurer, agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (Contractor) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

18. Termination

Metropolitan may terminate this contract with or without cause by providing written notice to the Contractor not less than 10 days prior to an effective termination date. Metropolitan's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. Metropolitan shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.

19. Default

In case of default by the Contractor in any of the conditions of this agreement, the Contractor agrees that, in addition to other legal remedies, Metropolitan may procure the articles or services from other sources and may deduct from any unpaid balance due the contractor, or may collect from the surety or any bond, amounts paid by Metropolitan to such other sources, together with Metropolitan's legal and administrative expenses, to the extent Metropolitan's total cost exceeds the contract price hereunder.

20. Emergency/Declared Disaster

In the event of an emergency or if a Metropolitan facility is declared a disaster area by the county, state, or federal government, this contract may be subjected to unusual usage. The Contractor shall furnish the work during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The specified pricing shall apply regardless of the circumstances. If the Contractor is unable to furnish the work under the terms of the contract, such failure may only be excusable as provided under "Force Majeure," below.

21. Force Majeure/Delay

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by act of god, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control; if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that nonperformance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, Metropolitan may grant Contractor a reasonable extension of time to complete the work. Metropolitan shall be advised immediately in writing and a definite delivery or completion date shall be proposed for Metropolitan's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, for ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at Metropolitan's discretion and solely for the purpose of mitigating damages.

22. Non-Interest of District Officials

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of Metropolitan is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

23. No Assignment

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or his right, title, interest in or to the same of any part thereof, or any work hereunder or any claim arising there from without the prior consent, in writing, by Metropolitan's GM or his authorized representative.

24. Anti-Trust

The Contractor offers and agrees that it will assign to Metropolitan all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16,700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials by the Contractor for sale to Metropolitan pursuant to the purchase order. Such assignments shall be made and become effective at the time Metropolitan tenders final payment to the Contractor.

25. Participating Public Agencies

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the contract with Metropolitan, and shall be subject to contractor's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery and/or services, and making payments to contractor. Metropolitan will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

26. Release of Information

Contractor shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator.

27. Use of Metropolitan's Name

Contractor shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Contractor in which Metropolitan's name is used, or its identity implied without the Agreement Administrator's prior written approval.

28. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29.. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

30. Entire Agreement

- a. This writing and any purchase order issued with it contain the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.
- b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

31. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California. Metropolitan is a public agency and does not agree to binding arbitration and/or waiver of jury trial as a means of dispute resolution.

32. Contractor's Terms and Conditions

Contractor's pre-printed terms and conditions or restrictions commonly appearing on the reverse side of submitted correspondence and/or Contractor's specifications, material and contract documents will be disregarded in the absence of a positive written statement from both parties that all or a particular portion of such writings are in addition to or supersede Metropolitan's General Terms contained herein. (Signatures Needed from authorized Parties)

ATTACHMENT 2 CONFLICT OF INTEREST STATEMENT

<p>RFP No.: _____</p> <p>RFP Title: _____</p> <p>PRIME CONTRACTOR NAME _____</p> <p style="text-align: center;">* * * * *</p> <p style="text-align: center;">(If this form pertains to subcontractors, please also have them complete this form)</p> <p>SUBCONTRACTOR NAME _____</p>
--

Metropolitan's Conflict of Interest Policy disallows Metropolitan directors and staff from having certain financial or personal relationships with contractors. The questions that follow are intended to alert Metropolitan to potential violations of policy. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows Metropolitan to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, Metropolitan reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate Metropolitan's policies or California law, and thus preclude a respondent's participation in this award.

All respondents and proposed subcontractors must respond to each of the following questions. For responses answered "yes," the supporting questions must also be answered completely and accurately in full detail. Attach additional sheets as needed. Failure to provide complete responses and fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. Do you or does anyone associated with your company or with your affiliates for the proposed work have any of the following financial relationships with any current Metropolitan employee or Board member?

Owner	[Yes]	[No]
Member	[Yes]	[No]
Partner	[Yes]	[No]
Officer	[Yes]	[No]
Employee	[Yes]	[No]
Contractor; Consultant	[Yes]	[No]
Broker	[Yes]	[No]
Stockholder:	[Yes]	[No]

If "Yes" to any of the above, please provide the following additional information:

- Name of Metropolitan employee or Board member: _____

- Length of relationship with your company or affiliate: _____
- Percent ownership in your company or affiliate's stock (or state "less than 3%" if applicable): _____
- Did this individual participate in formulating your submittal? [Yes] [No]
- Describe this relationship: _____

2. Are you, or is anyone associated with your company or with your affiliates for the proposed work a relative of any current Metropolitan employee or Board member? For purposes of this question, "relative" includes a spouse or domestic partner, child, parent, parent-in-law, child-in-law, grandparent, grandchild, sibling, stepbrother or stepsister, stepparent or stepchild.

[Yes] [No]

If "Yes" please provide the following additional information:

- Name of Metropolitan employee or Board member: _____
- Name of relative and description of this relationship: _____

Or, you may decline to provide this information by agreeing to the following statement:

I have a relationship of the kind noted above and agree to disclose the nature of this relationship in confidence with the person that will decide whether this relationship represents a conflict. [I agree]

3. Is a Metropolitan employee or Board member seeking or being considered for employment by your company or by your affiliates for the proposed work?

[Yes] [No]

4. In the preceding twelve months, have you or anyone associated with your company or with your affiliates for the proposed work made, arranged, or delivered any gifts (including entertainment), donations, campaign contributions, or anything else of value to any Metropolitan employee or Board member?

[Yes] [No]

If "Yes," please provide the following additional information:

- Name of Metropolitan employee or Board Member: _____
- Value and description of the gift, donation, or contribution: _____

-
5. Have you or anyone associated with your company or with your affiliates for the proposed work ever been employed by Metropolitan or served on Metropolitan's Board?

[Yes] [No]

If "Yes," please provide the following additional information

- Name of former Metropolitan employee or Board member: _____
- Title/position within your company: _____
- Provide dates and describe details of former position with Metropolitan: _____

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Name (type or print)

Signature

Title

Date

ATTACHMENT 3 RESPONDENT QUESTIONNAIRE

Respondent (You) must respond to the following questions in Part A as a means to determine if the RFP minimum requirements are met.

Note: Metropolitan reserves the right to verify the information provided by Respondent.

Please answer the following **(include additional sheets as needed)**:

PART A – MINIMUM REQUIREMENTS

1. Has Respondent successfully provided at least (3) contracts of similar scale and work scope within the last five (5) years and have you provided the contact (reference) information in Section F of your proposal?

2. Does Respondent have a document storage facility at least 15 miles but no more than 25 miles from Metropolitan's headquarters?

3. Is Respondent able to provide courier services for off-site locations 24/7, 365 days per year on a scheduled and emergency basis that includes delivery to (12) designated Business Continuity sites throughout Southern California during a Metropolitan declared emergency?

4. Are you able to provide a secure and environmentally controlled storage facility for the containment of Metropolitan's records?

5. Are you able to provide for all Metropolitan records (boxes and drawings) to be stored in one facility (location) only?

6. Are you able to provide a web-based ordering system that is updated in "real-time" rather than by batch?

7. Are you able to provide an automated program to barcode record storage boxes and hanging drawings?

8. Can you provide an inventory system that allows for searching on Metropolitan box numbers department codes and previous vendor's records storage barcodes?

9. Are you able to provide shredding services both at your facility and on-site at Metropolitan's Los Angeles and La Verne locations?

10. Can you provide cubicle-to-cubicle delivery and pick-up services of boxes and drawings on all 12 floors of Metropolitan's Union Station headquarters building?

11. Will you provide individual training for Metropolitan's Records Management staff and records coordinators which includes hands-on training of your web-based order entry system, written training manuals and support services?

12. Will you process rush requests within (4) hours or less?

13. Will you provide invoices containing all of the information specified in Minimum Requirement 13 (including Metropolitan's internal part number)?

14. Are you able to provide Metropolitan with ad hoc reporting capabilities?

**ATTACHMENT 3
RESPONDENT QUESTIONNAIRE**

PART B - FACILITIES AND SYSTEMS

**ATTACH ADDITIONAL SHEETS AS MAY BE NEEDED TO ANSWER THE
FOLLOWING QUESTIONS:**

- a. What security systems and controls are in place both within your facility and on the trucks to ensure the safety of and restricted access to boxes and drawings? Are procedures for the security and accessibility to your facility by authorized Metropolitan staff documented and available to Metropolitan?
-
- b. What systems / requirements are in place to ensure that the facility is safe and secure including earthquake safety, location to other businesses that use volatile chemicals, loss of electrical power? Describe the type of fire detection / extinguishing systems used within your storage facilities? Describe your environmentally controlled storage program, including temperature and humidity controls for archival and non-archival records.
-
- c. Is the facility that would house Metropolitan's records in an inconspicuous location, with low-public profile, and reasonably removed from any freeway on/off ramp, overpass and reasonably removed from any immediate dangers posed by flood, vandalism, and/or fire endangerments? Does your facility meet NFPA and ANSI standards.
-
- d. Where is the facility located that would store Metropolitan records? How far is it from Metropolitan's Los Angeles and La Verne locations? What is its size?
-
- e. Is your facility located at a safe distance from chemical processing facilities, gas stations and power plant facilities which use or handle flammable or explosive materials, as well as civil/military airports?
-
- f. Does your facility have, among other safety features, security from fire, flood, sabotage, humidity degradation, insect infestation and damage resulting from structural building deficiencies?
-

g. Are the shelves within the vault braced for earthquake safety?

h. Are the vault walls and floors constructed with reinforced concrete?

i. Is the facility certified by a California registered structural engineer as a qualified “essential” facility; and can withstand the earthquake forces necessary to meet current building codes?

j. Does the facility have fire detection/extinguishing systems in-place with monitoring and testing on a routine schedule? Are the sprinkler systems rated at a minimum of 165 degrees Fahrenheit?

k. In the event of a power loss/failure, can you provide an alternate system plan which must be operational within 8 hours?

EXHIBIT A

FEE SCHEDULE

STANDARD PROCESS FEES – BANKER BOXES

Services not shown on this fee list, must be authorized from Contracting Services Unit prior to performance, a new Contract Item Number will be assigned.

1. Initial Client Conversion (includes data entry, etc.) - per month
2. Box/Carton Storage (Environmentally controlled) - per month
3. Box/Carton Storage (1.2 cubic foot, Standard) - per month
4. Non-Standard Box Storage - per month
5. File/Box Retrieval - per month
6. File/Box Refile – per month
7. File/box Next Day Delivery – per month
8. New File/Box (data entry, handling) – per month
9. Rush Delivery (Within 4 hours) – per month
Los Angeles Location
La Verne Location
10. Document Destruction/Shredding - per month
11. Pick up/ Delivery - Trip charge per month
12. Executive Shredding Program
Collection Console - (Approximately 15 consoles per month)
 - On-Site Destruction/Certification
Union Station – Los Angeles
La Verne Facility

Exhibit A (cont'd)

Engineering Drawing Service Fees

Item

1. Hanging Drawing Storage (Refer to Section 2.6 for details)
 - Hanging Drawing Storage: Initial client conversion (includes data entry etc)
 - Materials and equipment for the barcoding, mounting and hanging drawing
 - New Hanging Drawing Processing
 - Hanging Drawing Retrieval (includes permanent)
 - Hanging Drawing Refile
2. Boxed Engineering Drawing Storage (Telescopic Boxes)– Environmentally Controlled (Refer to Section 2.6 for details)
 - Telescopic Boxes Range from 2' x 2" to 8' x 8' (expandable)
 - Boxed Drawing Retrieval (includes permanent)
 - Boxed Drawing Refile
3. Standard Cubic Foot Boxes for paper documents (Refer to Section 2.6 for details)
 - Standard Cubic Foot Storage (1.2 Cubic Ft.)
 - Historical Environmentally Controlled Cubic Foot Boxes 1.2 Cubic Ft.)
4. Non-Standard Cubic Foot Boxes for paper documents (Refer to Section 2.6 for details)
 - Non-Standard Cubic Foot Storage (Up to 3 Cubic Ft.)
 - Environmentally Controlled Photograph Albums Boxes 24 ¾" L x 20 ¾" W x 3" D
 - Environmentally Controlled Photograph Albums Boxes 24 ¾" L x 20 ¾" W x 1 ¾" D
5. Delivery/Pick-up for the listed items

Total Box Inventory Removal Fees (Transition Plan) –Refer to Section 2.5

1. Standard box retrieval charges
2. Standard box Permanent removal fees
3. Boxed Drawing Removal Fees after contract ends
4. Hanging Drawing Removal Fees after contract ends

Exhibit A (cont'd)
Emergency Access Fees

1. Off-hours access (Minimum 4-hours notice)

2. Hourly Services (1/2 hour increments)

Work and processes not otherwise stated herein shall be negotiated and determined prior to a request for services.

PRICING SHEET

Storage includes	Service Description	# of Boxes or Transactions per Year	Unit Price	Annual Extended Price
Standard records storage boxes and non-standard boxes	Standard retrieval of boxes	1450 boxes		
	Rush (within 4 hrs) retrieval of boxes	12 boxes		
	Refill boxes	780 refills		
	Trip Charge - Next Day Delivery (Union Station – Los Angeles Location)	264 trip charge		
	Trip Charge - Half Day Delivery (Union Station – Los Angeles Location)	12 trip charges		

Exhibit A (cont'd)

Storage includes	Service Description	# of Boxes or Transactions per Year	Unit Price	Annual Extended Price
Standard records storage boxes and non-standard boxes (cont.)	Trip Charge – Rush (within 4 hrs) Delivery (Union Station – Los Angeles location)	12 trip charges		
	Trip Charge – Rush Delivery (La Verne location)	12 trip charges		
	Trip Charge – Pickup (Union Station – Los Angeles location only)	180 trip charges		
	Transportation Handling (handling of box from loading dock to truck and from truck to loading dock)	2400 boxes		
	Storage – Standard Records Storage Boxes	12,000 boxes		
	Receiving and Entry (Processing of new boxes into storage)	520 boxes		

Exhibit A (cont'd)

Storage includes	Service Description	# of Boxes or Transactions per Year	Unit Price	Annual Extended Price
Standard records storage boxes and non-standard boxes (cont.)	Document Destruction / Shredding (Empty boxes returned to Metropolitan Water District of Southern California – Records Management)	480 boxes		
	Executive Shredding Program Collection Consoles Various Locations: <ul style="list-style-type: none"> • Union Station – Los Angeles • La Verne Facility 	15 consoles		
	Onsite Shredding of Security Console Contents – Scheduled Trip (Los Angeles)	12 trips		
	Onsite Shredding of Security Console Contents – Scheduled Trip (La Verne Facility)	12 trips		
	Permanent Withdrawal of Destroyed Boxes from Inventory	816 boxes		

EXHIBIT A (CONT'D)

Storage includes	Service Description	# of Boxes or Transactions per Year	Unit Price	Annual Extended Price
Standard records storage boxes and non-standard boxes (cont.)	Minimum Service Charge per Order (unit), if applicable			
Environmental ly Controlled Collections (Photo Albums, Boxed Engineering Drawings, Historical, and Hanging Drawings)	Storage - Boxed Photo Albums	100 boxes in collection		
	Storage - Boxed Engineering Drawings (Telescoping Boxes)	3000 boxes in collection		
	Storage - Historical Collection (Standard sized records storage boxes)	2000 boxes in collection		
	Storage - Hanging Drawing Collection	120,000 drawings in collection		
	Retrieval - Hanging Drawings	144 retrievals		
	Retrieval – Boxed Photo Albums, Boxed Engineering Drawings and Historical boxes	132 retrievals		

EXHIBIT A (CONT'D)

Storage includes	Service Description	# of Boxes or Transactions per Year	Unit Price	Annual Extended Price
Environmental ly Controlled Collections (cont.) (Photo Albums, Boxed Engineering Drawings, Historical, and Hanging Drawings)	Receiving and Entry – New Boxed Drawings and Historical boxes	100 per year		
	Materials and equipment for bar-coding, mounting and hanging each drawing	120,000 drawings		
	Initial Client Conversion of Hanging Drawing Collection (Includes development of vendor bar coding system to locate drawings, data entry, etc.)	120,000 drawings		
	Receiving and Entry - New Hanging Drawings and Revisions (Attachment of hangers, data entry, pulling of old revisions, and filing of new drawings and revisions)	2400 per year		
	Refile – Hanging Drawings	1200 per year		
	Trip Charge, Next Day	60 trips per year		

EXHIBIT A (CONT'D)

Storage includes	Service Description	# of Boxes or Transactions per Year	Unit Price	Annual Extended Price
Environmental ly Controlled Collections (cont.) (Photo Albums, Boxed Engineering Drawings, Historical, and Hanging Drawings)	Trip Charge, Pickup	60 trips per year		
	Transportation Handling	300 items per year		
Grand Total - Annual Price				

Term Discount:

If the Proposer provides a cash discount, in addition to the prices listed above, the supplier must provide the amount of discount and the number of days that the discount is valid. Discount payment terms of less than 20 days after delivery will not be considered.

Cash Terms:

A discount for prompt payment is offered of _____ percent for contract payments made within _____ calendar days after delivery or Metropolitan's receipt of invoice, **whichever is later**. Only cash terms of 20 calendar days or more will be considered.