



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 2015-11-23

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 RECMGT16	Procurement Folder: 167508
Document Name: RECMGT16 - Statewide Contract	Reason for Modification:
Document Description: Statewide contract for Records Management	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Linda Harper	
Telephone: (304) 558-0468	
Email: linda.b.harper@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2015-12-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-05-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000126525 IRON MOUNTAIN INFORMATION MGMT 1545 HANSFORD ST  CHARLESTON WV 25311  US Vendor Contact Phone: (304) 549-6423 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Melanie Lopez Requestor Phone: (304) 957-6872 Requestor Email: melanie.l.lopez@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

**AGENCY COPY**

Total Order Amount	Open End
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PH 11-23-2015

<b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY: <i>[Signature]</i> DATE: <i>11/23/15</i> ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY: <i>Robert Hishie</i> DATE: <i>12/2/15</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY: <i>Beverly Tolson</i> DATE: <i>DEC - 3 2015</i> ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

SECURE OFF-SITE STORAGE & MANAGEMENT FOR STATE GOVERNMENT RECORDS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	11141604			LS	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** OFF SITE STORAGE AND RECORDS MANAGEMENT

**Extended Description:**

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## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vro/hipaa.html](http://www.state.wv.us/admin/purchase/vro/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

## Iron Mountain Order of Precedence and Additional Terms Agreement

Pursuant to this Order of Precedence and Additional Terms Agreement, Iron Mountain ("Iron Mountain") and the State of West Virginia ("State") agree that the emergency contract between Iron Mountain and the State of West Virginia for document storage ("Contract") shall include the terms and conditions contained herein and shall be interpreted in the order of precedence listed below.

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the contract document in this section. Any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Contract Documents:

- a. Order of Precedence Agreement (this document) – First Priority
- b. Prior Contract with Iron Mountain (Attached as Exhibit A) – Second Priority

2. **Additional Terms:**

- a. **Confidentiality:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- b. **Antitrust:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- c. **Background Check:** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

d. Contract Term: This Contract becomes effective on December 1, 2015 and extends for a period of Six (6) months.

Iron Mountain

By: Dave Finley

Name: Dave Finley

Title: District Manager

State Agency

By: Justin McAllister

Name: Justin McAllister

Title: CFO

West Virginia Purchasing Division

By: [Signature]

Its: Buyer Supervisor

Date: 11-23-2015

West Virginia Attorney General (as to form)

By: J. Robert Hsieh

Its: S. Deputy Attorney General

Date: 12-2-15

Rev. 11/01/10

# REQUEST FOR PROPOSAL

## STATEWIDE CONTRACT

### TABLE OF CONTENTS

- Section 1:** General Information
- Section 2:** Project Specifications
- Section 3:** Vendor Proposal
- Section 4:** Evaluation and Award
- Section 5:** Contract Terms and Conditions

### SECTION ONE: GENERAL INFORMATION

- 1.1 Purpose: The Purchasing Division, hereinafter referred to as the "State," is soliciting proposals pursuant to West Virginia Code §5A-310b for the all State agencies, hereinafter referred to as the "Agency," to provide secure off-site storage and management of state government records.
- 1.2 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

- 1.3 Schedule of Events:

Vendor's Written Questions Submission Deadline .....	08/08/2011 at 5:00 pm EST
Mandatory Pre-bid Conference.....	08/01/2011 at 10:00 am EST
Addendum Issued.....	Approx. Week of 08/15/2011
Bid Opening Date .....	08/25/2011 at 1:30 pm EST

**1.4 Mandatory Pre-bid Conference:** A mandatory pre-bid will be conducted on the date listed below:

**Date:** Monday, August 1, 2011  
**Time:** 10:00 am EST  
**Location:** 2019 Washington Street, East  
 Charleston, WV 25305  
 (Building #15 Conference Room)

**Telephone Number:** 304-558-2306

**\*\*Metered Visitor Parking** may be found on California Avenue or limited metered Visitor Parking on Washington Street, East.

All interested Vendors are required to be represented at this meeting. Failure to attend the mandatory pre-bid shall result in the disqualification of the bid. No one person may represent more than one Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in the disqualification of your bid. The State will not accept any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the State Agency will not assume any responsibility for a Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their email address and fax number.

**1.5 Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

Krista S. Ferrell, Buyer Supervisor  
 Purchasing Division  
 2019 Washington Street, East  
 P.O. Box 50130  
 Charleston, WV 25305-0130  
 Phone: 304-558-2596  
 Fax: (304) 558-4115  
 Email: Krista.s.ferrell@wv.gov

**No contact between the Vendor and the Agency is permitted without the express written consent of the State Buyer. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.**

- 1.6 **Verbal Communication:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the RFP specifications by an official written addendum by Purchasing is binding.
- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

## **SECTION TWO: PROJECT SPECIFICATIONS**

2.1 **Location:** The Agencies that will use this contract are located statewide.

2.2 **Background and Current Operating Environment:**

2.2.1 **Agencies and Documents Stored**

Pursuant to the West Virginia Code 5A-8, <http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05a&art=8#08> the West Virginia Department of Administration is responsible for the management of the State's day-to-day record storage system.

2.2.2 **Physical Housing of Documents**

The current record center is a privately-owned facility located at 1545 Hansford Street, Charleston, WV. The facility contains 70,000 square feet. The warehouse has sixteen (16) full-time employees supplemented by occasional temporary employees, when needed.

2.2.3 **Storage of Documents**

Agencies are required to follow properly approved retention/destruction schedules. These schedules are required to be submitted to the Department of Administration for approval each odd year.

2.2.4 **Document Flow: General Description**

Currently documents are delivered to the current vendor's location at 1545 Hansford Street in Charleston, WV and/or picked up from this location by individual agencies or delivered or picked-up at the agency site by the vendor. The State does not offer pick-up and delivery service. Most records are received in industry standard-sized boxes (1.2 cu ft). However, some are delivered in other formats previously approved by the records manager or the records management vendor.



#### 2.2.5 Pick-up of Documents.

The vendor is responsible for the pick-up of a minimum of 3.6 cu. Ft. boxes within the metro Charleston area. A volume of records of less than this amount will be picked up by the vendor but the agency will be charged for a minimum of 3.6 cu. Ft. The vendor usually picks up the records within two (2) working days after contact by the agency but pick-up is no longer than one week after contact.

#### 2.2.6 Indexing of Documents.

The vendor indexes all received documents from state agencies and furnishes monthly documentation to the Purchasing Division and the Office of Technology that shows the indexing system and describes the location of all documents by agency.

#### 2.2.7 Document Retrieval.

The vendor retrieves any document in storage and delivers it to requesting agency within 24 hours of request as long as the agency location is in the metro Charleston area. If necessary, the vendor is requested to retrieve documents in a rush or emergency basis which means the vendor will retrieve and deliver the document to the agency in the metro-Charleston area within four (4) hours. The difference between "rush" and "emergency" is a "rush" is during business hours, Monday through Friday, and "emergency" is after hours, weekends, or holidays.

#### 2.2.8 Document Destruction.

The agency's retention schedule will note a date of destruction. The vendor sends a reminder letter to agencies at least 30 days prior to the destruction date listing by box that is shown on the retention schedule. Agencies approve by signing the reminder letter and returning it to the vendor. If unapproved, agencies have the option of continued storage or delivery/pick-up of the documents in question. The agency also has the option of having a representative witness the destruction of any and/or all documents. After destruction, the vendor sends written certification of completion of destruction to the individual agency.

Some documents are destroyed in a shredder at the current vendor's location by vendor personnel upon request/approval by the agency. The current vendor also shreds magnetic media upon request and provides locked bins for some agency locations for confidential papers that must be shredded.

#### 2.3 **Qualifications and Experience:** Vendors will provide in Attachment A: **Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

2.3.1 The vendor should submit a statement addressing the experience of the vendor in supplying records management, document storage, document retrieval, and document destruction.

2.3.2 The vendor should submit a list of federal, state, county, or other governmental entities and major private institutions that are storing records with the bidding vendor.

2.4 **Project and Goals:** The project goals and objectives are:

2.4.1 The Vendor should have the capability to accommodate 150,000 boxes or approximately 180,000 cubic feet for storage of the State's records.

2.4.1.1 The vendor should provide documentation of the vendors' existing operation space capacity and/or written evidence from the owner/lesser that the vendor can secure sufficient additional space.

2.4.1.2 The vendor should be able to secure an additional 25,000 cubic feet within one year from award of the contract upon written request from the State Purchasing Division.

2.4.1.3 The vendor should provide a storage room for archival storage of microfilm. This room should have an independent circulating system to keep the air as free as possible of pollutants and dust and to prevent the entry of unfiltered air from other parts of the building. The humidity level should be kept within a range of 40 to 60 percent, with an optimum of 30 to 40, to protect the various film bases and the temperature should be less than 70 degrees F (21 degrees C), ideally at 65 degrees. Both the humidity level and temperature should be kept as constant as possible.

2.4.2 **Tracking system.**

2.4.2.1 The vendor should pick up the records within two (2) working days after contact by the agency. The agency will at a minimum contact the vendor by phone using the published number provided in this contract. However, pick-up shall be no longer than one week after contact.

2.4.2.2 With respect to the extent of indexing required, the vendor should be able to provide up to 60 characters per box or per file.

2.4.2.3 If necessary, the vendor may be requested to retrieve documents in a rush or emergency basis which means the vendor will retrieve and deliver the document to the agency in the metro-Charleston area within four (4) hours. The difference between "rush" and "emergency" is a "rush" is during business hours, Monday through Friday, and "emergency" is after hours, weekends, or holidays.

2.4.2.4 The agency's retention schedule will note a date of destruction.

- 2.4.3 The State will choose a vendor to provide a facility that will protect all documents from disaster as defined in West Virginia State Code 5A-8-3 which states:  
"Disaster" means any occurrences of fire flood, storm, earthquake, explosion, epidemic, riot, sabotage, or other conditions of extreme peril resulting in substantial damage or injury to persons or property within this State, whether such occurrence is caused by an act of God, nature man, including any enemy of the United States.
- 2.4.3.1 The State desires to limit its flooding risk.
- 2.4.3.2 The State desires to limit its Fire and Smoke Detection.
- 2.4.3.3 the State desires to control temperature and Humidity. .
- 2.4.3.4 Storage Locations. Records should be kept at least one to one and a half inches off the floor with the optimum of three inches. Records should be stored away from windows, steam, sewer or water pipes.
- 2.4.3.5 The State desires to limit its risk to pests, mold and mildew.
- 2.4.3.6 Sunlight and Ultraviolet (UV) light – Light fades and discolors paper.
- 2.4.4 Many of the State records are confidential and must only be viewed by authorized parties. The vendor's facility must be secured to allow access to those approved to retrieve/view documents for their respective agency.
- 2.4.5 The current boxes used by the State are Box Style – Dye Cut Carton; Inside Dimensions: 16"W x 12"L x 10"H; Paper Combination: 69-26-69; Strength – edge crush test of 44 pounds/inch; gross weight limit of 95 pounds. The vendor may suggest specifications for future storage boxes needed for effective records management; however, the vendor will be expected to move existing records in existing boxes or furnish boxes as needed at no additional or separate cost to the agencies. .
- 2.4.6 The vendor will be expected to supply the Department of Administration with agency reports showing the agencies storing documents in the facilities during that month and listing the total amount of cubic feet of storage for each agency.

The vendor may be requested to provide billing reports showing all billing activity for each state agency in a month and management reports detailing all retrievals of documents during that month and who retrieved them along with any other activity between the vendor and any state agency.

## 2.5 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

- 2.5.1 The Vendor must provide a secure storage facility for existing records in a metro Charleston area location. Vendor location must be within 30 minutes drive time of the State Capitol Complex.
- 2.5.2 The Vendor must be able to accommodate 150,000 boxes or approximately 180,000 cubic feet.
- 2.5.3 All Records Center employees must undergo an NCIC (national) background check as a condition of employment, as well as industry-standard privacy training.
- 2.5.4 All storage procedures must follow industry standard guidelines established by the Association of Records Managers and Administrators (ARMA). ARMA has published guidelines for records management – ANSI/ARMA 8-200-5 Retention Management for Records and Information.
- 2.5.5 The vendor is required to offer records management services to all state agencies statewide.
  - 2.5.5.1 The vendor is responsible for the pick-up of boxes statewide within one week after contact.
  - 2.5.5.1 The vendor is required to index all received documents from state agencies and furnish monthly documentation to the Purchasing Division and the Office of Technology that explain the indexing system and describes the location of all documents by agency.
  - 2.5.5.2 The vendor is responsible for retrieving any document in storage and delivering it to requesting agency within 24 hours of request as long as the agency location is in the metro Charleston area.
  - 2.5.5.3 Documents must be destroyed by a crosscut shredder for paper. Microfilm must be shredded to 1/35" strip or smaller.
  - 2.5.5.4 The vendor must bill each state agency storing records at the facility monthly in arrears. These bills must be according to the prices and categories contained in this RFP and the vendor's response. When the vendor must ship the materials to the agency location, the costs for postage will be billed as a pass-through charge. The vendor should provide the percentage if they plan to charge a processing fee.
  - 2.5.5.5 If requested by any agency, the vendor must retrieve, fax, and re-file up to 25 single-sided pages. This task must be completed within twenty-four (24) working hours of the agency request or if requested as a rush, within four (4) working hours.
- 2.5.6 The successful vendor will be responsible for moving all boxes from the existing location to the new location within 60 days after award if a new vendor is chosen.

- 2.5.6.1 The current vendor will provide each agency with a list of documents currently in storage. Each agency will have a minimum time of two (2) weeks to remove all documents in storage or be billed for services rendered by the new vendor. The agency will continue to pay the old vendor until the new vendor picks up the agency's boxes.
- 2.5.6.2 The new vendor and the old vendor will meet to develop mutually agreed upon schedules for pick-up of the agency boxes.
- 2.5.6.3 The selected vendor shall be responsible for the pick-up and organization of all documents remaining in storage at the current vendor's location and other agency facilities.
- 2.5.6.4 The successful vendor will move existing records in existing boxes or furnish boxes as needed at no additional or separate cost. The successful vendor will repackage as needed at no additional or separate cost.
- 2.5.7 The vendor shall take sole and complete liability for all physical documents currently in storage and any document placed in storage while the vendor is under contract with the State of West Virginia.
- 2.5.8 The vendor must maintain the confidentiality of any record or document deemed "confidential" by West Virginia State or Federal law from the time it is placed in storage continuing through the destruction of the document.

### SECTION THREE: VENDOR PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** Vendors should provide responses in the format listed below:
- Title Page:** State the RFP subject, number, Vendor's name, business Address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- Table of Contents:** Clearly identify the material by section and page number.
- Attachment A:** Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following; firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan;

descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

**Attachment B:** Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.5 of Section Two: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

**Attachment C:** Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

**3.4 Proposal Submission:** Proposals must be received in two distinct parts: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

3.4.1 Vendors should allow sufficient time for delivery. In accordance with *West Virginia Code §5A-3-11*, the Purchasing Division cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

**Vendors responding to this RFP shall submit:**

One original technical and cost proposal plus 4 convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

Vendor: \_\_\_\_\_

Buyer: Krista Ferrell for File 42  
 Req #: RECMGT11  
 Opening Date: 08/25/2011  
 Opening Time: 1:30 p.m.

- 3.5 **Purchasing Affidavit:** *West Virginia Code §5A-3-10a* requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.
- 3.6 **Resident Vendor Preference:** In accordance with *West Virginia Code §5A-3-37*, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.
- 3.7 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.
- 3.8 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals once the Agency evaluation committee has completed the technical evaluation and it has been approved by the Purchasing Division.

**SECTION FOUR: EVALUATION AND AWARD**

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

Qualifications and Experience	20 Points
Approach and Methodology	40 Points
Records Tracking and Retrieval	5 Points
Physical Move	5 Points
Cost	<u>30 Points</u>
<b>Total</b>	<b>100 Points Possible</b>

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score;

$$\frac{\text{Lowest price of all proposal}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

- 4.2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.
- 4.2.3 **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.
- 4.3 **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.
- 4.4 **Rejection of Proposals:** The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.
- 4.5 **Vendor Registration:** Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must register and pay the fee** prior to the award of an actual purchase order or contract.

**SECTION FIVE: CONTRACT TERMS AND CONDITIONS**

- 5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.
- 5.2 **Public Record:** All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.



- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in *West Virginia Code §29B-1-4*. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.
- 5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.
- 5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.
- 5.4 **Vendor Relationship:** The relationship of the Vendor the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

- 5.4.1 **Subcontracts/Joint Ventures:** The Vendor may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.
- 5.4.2 **Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.
- 5.4.3 **Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.
- 5.5. **Term of Contract and Renewals:** This contract will be effective 12/01/2011 and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.
- 5.6 **Non-Appropriation of Funds:** If funds are not appropriated for the Agency in any succeeding fiscal year for the continued use of the services covered by this contract, the State may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The State shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.
- 5.7 **Changes:** If changes to the contract become necessary, a formal contract change order will be negotiated by the State, the Agency, and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Agency, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written Statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PURCHASING DIVISION.**

- 5.8 **Price Quotations:** The price(s) quoted in the Vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract.
- 5.10 **Contract Termination:** The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State shall order the Vendor to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the State with thirty (30) days prior notice pursuant to *West Virginia Code of State Rules* § 148-1-7.16.2.

5.11 **Special Terms and Conditions:**

5.12.1 Bid and Performance Bonds- Not Applicable to this Project

5.12.2 Insurance Requirements:-Not Applicable to this Project

- Public liability
- Property damage
- Professional liability (medical, advertising, *et cetera*)

5.12.3 License Requirement; Workers' Compensation, Contractor's License, etc. (Not Applicable to this Project)

5.13 **Record Retention (Access and Confidentiality):** Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and make such records available to Agency personnel at the Vendor's location during normal business hours upon written request by the Agency within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless

the State and the Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

RESPONSE TO  
STATE OF WEST VIRGINIA  
PURCHASING DIVISION  
REQUEST FOR QUOTE RECMGT11  
RECORDS MANAGEMENT

CORNERSTONE RECORDS MANAGEMENT  
1545 HANSFORD STREET  
CHARLESTON, WV 25311  
304-346-8878 (PHONE)  
304-346-8982 (FAX)

AUTHORIZED CONTACTS

ED BRIDGETTE

JOE POWERS

ebridgette@cornerston-rm.com

jpowers@conerstone-rm.com

Ed Bridgette

Joe Powers

08/15/2011

8/15/2011

## Attachment A: Vendor Response Sheet

Vendors using the electronic version of this document shall not alter the response requirements contained herein. Responses should follow each requirement detailing how each will be met.

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

**2.3 Qualifications and Experience** – Cornerstone Records Management has managed all State records stored off-site under RECMGT94, RECMGT00 and RECMGT07 by Archive Records, Nova Records and, most recently by Cornerstone Records Management. In 1994, the successful completion of 35,000 plus cubic feet of records were moved to our Records Management Facility for the initial RECMGT94 contract. Subsequently, the movement of records for all State agencies has been made in the process of moving thru the RECMGT00 and RECMGT07 contracts. Much needed re-indexing and cross-referencing of these records have provided improvement in the State's document management system throughout our 17 years of records management for the State of West Virginia.

During the RECMGT94, RECMGT00 and RECMGT07 contracts, the following items have been accomplished in the management of the State's records:

1. Bar-coding all boxes, providing cost effective, safe tracking and inventory of records.
2. Detailing the data-based indexing that continues to enhance customized reporting while improving record search efforts.
3. Bar coding file retrieval and re-files.
4. Computerized, detailed invoicing by agency with copy or summation to Department of Administration upon request.
5. Installation of state of the art records management software for both the storage and document destruction areas.
6. Scheduling of personnel on call 24 hours a/day, 365 days per/year for pick-up and delivery as necessary.
7. Providing Retention Schedule Maintenance and timely notification requesting permission to destroy prior to confidential shredding.
8. Open communication with all agencies to accomplish requests as necessary.

Cornerstone Records Management has considered the 17 years of involvement with the State of West Virginia in their records management a privilege and has strived, and continues to do so, to provide the highest quality service possible in this relationship. In 2 recent meetings with the Secretary of Administration, the comment was made that he has never received a complaint concerning our involvement with the State and the business we conduct with them.

2.3.1 The vendor should provide the length of time that he has been in the records storage business and the location.

**Vendor Response:** Cornerstone Records Management has been involved in the records storage business in West Virginia since 1991, originally as Archive Services. Archive Services was acquired by Nova Records Management in March of 2006. The present acquisition by Cornerstone Records Management took place in June of 2009. There are presently 2 locations utilized by Cornerstone Records Management at 1545 Hansford Street, Charleston, WV, approximately 2000 yards from the State Capital and 1401 Charles Ave., Dunbar, WV, approximately 15 minutes from the State Capital.

2.3.2 The vendor should submit a statement addressing the experience of the vendor in supplying records management, document storage, document retrieval, and document destruction.

**Vendor Response:** Cornerstone Records Management has been involved with the State of West Virginia in records management, document storage, document retrieval and document destruction since 1994 and involved in the records management business since 1991. We currently employ 12 individuals in our Charleston and Dunbar facilities with over 55 years combined experience in the records management business. We presently serve over 500 customers including government (federal, state, county and city), industrial, legal, medical, banking, insurance and professional organizations. We currently have over 480,000 cubic feet of hard copy records under management with the capacity to store and manage in excess of 750,000 cubic feet of hardcopy records on all-steel shelving.

Our shredding facility was upgraded in 2010 with a state of the art, \$250,000 Welma shredder with the capacity to shred up to 3000 pounds per hour as was our climate controlled Media Vault storage area with a state of the art media computer system and the enhanced environmental system installed.

2.3.3 The vendor should submit a list of federal, state, county, or other governmental entities and major private institutions that are storing records with the bidding vendor. Please specify which of these customers have similar requirements (in processing and number of documents handled annually) to the needs defined in this RFP. If no single customer can be cited whose system incorporates all of the functions needed, provide a list of customers whose systems collectively utilize these functions. For each customer, provide the name, mailing address, telephone number, and e-mail address of a user representative who can be contacted with questions.

**Vendor Response: Listing of customers:**

1. US District Court 300 Virginia St. East Charleston, WV 25301 Kim Lancaster 304-347-3850  
[KimLancaster@fd.org](mailto:KimLancaster@fd.org)
2. Jackson Kelly Law Firm 1600 Laidley St. Charleston, WV 25301 Kathy Hudnall 304-340-1182  
[kah@JacksonKelly.com](mailto:kah@JacksonKelly.com)
3. Wells Fargo Ins. Services 602 Virginia St. East Charleston, WV 25301 Mike Perdue 304-353-7811  
[Michael.L.Perdue@wellsfargo.com](mailto:Michael.L.Perdue@wellsfargo.com)

4. Spilman Thomas & Battle 300 Kanawha Blvd. East Charleston, WV 25301 Jeff Davis 304-340-3799 [jdavis@spilmanlaw.com](mailto:jdavis@spilmanlaw.com)
5. Toyota Motor Mfg. One Sugar Maple Lane Buffalo, WV 25033 Ayumi Meadows 304-937-7556 [Ayumi.Meadows@toma.toyota.com](mailto:Ayumi.Meadows@toma.toyota.com)
6. Bowles Rice McDavid Law Firm 600 Quarrier St. Charleston, WV 25301 Allen Duff 304-847-1705 [aduff@bowlesrice.com](mailto:aduff@bowlesrice.com)
7. WV Investment Board One Cantley Drive Charleston, WV 25314 John Cole 304-345-2672 [john.cole@wvimb.org](mailto:john.cole@wvimb.org)
8. Electronic Data Systems 3200 Kan. Turnpike So. Charleston, WV 25303 Ted Danford 304-746-5753 [john.danford@eds.com](mailto:john.danford@eds.com)
9. State of West Virginia All State Agencies

2.4.1 The Vendor should have the capability to accommodate 125,000 boxes or approximately 150,000 cubic feet for storage of the State's records.

**Vendor Response:** We presently house the State of West Virginia boxes in our Charleston and Dunbar, WV facilities. We have the capacity to expand from our present 480,000 cubic feet combined customer storage to 750,000 cubic feet as needed. Steel shelving has been erected for this expansion to accommodate future new input as received.

2.4.1.1 The vendor should provide documentation of the vendors' existing operation space capacity and/or written evidence from the owner/lesser that the vendor can secure sufficient additional space.

**Vendor Response:** Cornerstone Records Management has in their combined locations 270,000 cubic feet open for additional box storage as necessary.

2.4.1.2 The vendor should be able to secure an additional 25,000 cubic feet within one year from award of the contract upon written request from the State Purchasing Division.

**Vendor Response:** Additional space is available in present facilities per previous information supplied.

2.4.1.3 The vendor should provide a storage room for archival storage of microfilm. This room should have an independent circulating system to keep the air as free as possible of pollutants and dust and to prevent the entry of unfiltered air from other parts of the building. The humidity level should be kept within a range of 40 to 50 percent, with an optimum of 30 to 40, to protect the various film bases and the temperature should be less than 70 degrees F (21 degrees C), ideally at 65 degrees. Both the humidity level and temperature should be kept as constant as possible. The vendor should describe the environmental protections for archival storage of microfilm that it will provide.

**Vendor Response:** We presently house media for the State of West Virginia in our environmentally controlled four hour fire vault meeting archival requirements for temperature and relative humidity. It includes a burglar-rated door for the storage of valuable and sensitive documents. The temperature is maintained at 67 degrees Fahrenheit with the humidity level at 40 percent. The levels are maintained by a



Weathergoose system which has the ability to alert management by both e-mail and cell phone should these conditions vary.

2.4.2 The vendor should describe its records tracking system.

**Vendor Response: Cornerstone Records Managements' records tracking system consists of the following:**

1. Listing of all agencies storing documents
2. Total inventory and location of each record by agency/sub-agencies or dept., if requested.
3. Billing reports/invoicing by:
  - a) Storage
  - b) New files indexed
  - c) Retrievals
  - d) Re-files
  - e) Destruction
  - f) Pickups
  - g) Deliveries
  - h) Other Services
4. Inventory list and location of each record including ability to monitor items on dock awaiting re-filing.
5. Status report of each file (retrieved, partial retrieval, accountability of retrieval, permanent removal, destruction and date).
6. Security authorization list with ability to restrict or limit accessibility by individual or code.
7. Audit trail from initial receipt of records through invoicing.
8. Audit trail of all inventory changes.
9. Tracking and monitoring capability for all work performed and/or status of all records.
10. Retention schedules of documents scheduled for destruction as well as certificates of destruction for records destroyed.
11. List of all records destroyed from inception by date and description.
12. Retrieval by agency box number, record center number or by key word (if detailed indexing is used).
13. Daily, monthly and annual activity reports by service for each agency and/or departments, if requested.

2.4.2.1 The vendor should pick up the records within two (2) working days after contact by the agency. The agency will at a minimum contact the vendor by phone using the published number provided in this contract. However, pick-up shall be no longer than one week after contact. The vendor should describe how he plans to handle pick-ups inside and outside the metro Charleston area.

**Vendor Response: Cornerstone Records Management guarantees retrieval and delivery within 24 hours of any record requested within 25 miles of the State Capital. Forms are provided by Cornerstone for the authorized individual to fill in and fax via our dedicated fax line. These requests are entered on the day received (3:30PM cut-off) and set up for**

retrieval/delivery the following day. Other areas of the state will be serviced by Cornerstone personnel and vehicles and Federal Express where appropriate.

2.4.2.2 With respect to the extent of indexing required, the vendor should be able to provide up to 60 characters per box or per file. The vendor should describe its indexing scheme.

**Vendor Response: Cornerstone Records Management to provide the needed characters for indexing of boxes. Our capabilities exceed the States request. Our indexing consists of :**

1. Account number
2. Agency name
3. Date of Record
4. Destruction Date
5. Description or subject matter of record; further index by subcategories and recall on subcategories available.
6. Date received by Cornerstone Records Management
7. Accession number

2.4.2.3 If necessary, the vendor may be requested to retrieve documents in a rush or emergency basis which means the vendor will retrieve and deliver the document to the agency in the metro-Charleston area within four (4) hours. The difference between "rush" and "emergency" is a "rush" is during business hours, Monday through Friday, and "emergency" is after hours, weekends, or holidays. The vendor should describe how it will handle rush and emergency requests.

**Vendor Response: Retrieval/Delivery of "rush" requests are guaranteed for delivery within 4 hours within in the metro-Charleston area. Cornerstone has personnel on-call 24 hours a day for "emergency" retrieval/delivery. Cornerstone personnel are equipped with mobile phones to enhance response time and efficiency.**

2.4.2.4 The agency's retention schedule will note a date of destruction. The vendor should describe how it will remind its customers of the approaching destruction date, how it will seek approval for destruction, and how it will certify that the destruction has taken place.

**Vendor Response: Cornerstone Records Management, on a quarterly basis, will query a listing of containers based on destruction dates provided by State agencies pertaining to their retention schedule. This list is then forwarded to the authorized user along with an instruction form (attached) for that specific agency for review or changes and approval. Once approval has been received, a pre-destruction work order is produced and forwarded to this same authorized user for review and final approval sign-off. Once approval is received, containers are pulled and moved to our shredding facility and destroyed at that time. A Certificate of Destruction will be returned to the authorized person once complete showing a description of items destroyed and date of destruction along with the agency name the records were received from.**

2.4.3 The State will choose a vendor to provide a facility that will protect all documents from disaster as defined in West Virginia State Code 5A-8-3 which states: "Disaster" means any occurrences of fire flood, storm, earthquake, explosion, epidemic, riot, sabotage, or other conditions of extreme peril resulting in substantial damage or injury to persons or property within this State, whether such occurrence is caused by an act of God, nature man, including any enemy of the United States.

**Vendor Response:** Cornerstone Records Management centers currently meet the requirements of protecting all documents from disaster as defined by West Virginia Code 5A-8-3.

2.4.3.1 Flooding. The vendor should explain if its facility is in the flood plain and if so, what procedures are in place to protect the State's records in case of flood.

**Vendor Response:** Cornerstone's Charleston, WV facility is out of the 100 year flood plain. It utilizes steel shelving ranging from 1 1/2" - 4" above floor level. The Dunbar, WV facility is on the edge of the 100 year flood plain with no records stored at or below flood stage. Steel shelving at this location ranges from the 1 1/2" - 3" above floor level.

2.4.3.2 Fire and Smoke Detection. The vendor should describe how its facility is equipped to respond to fire and smoke detection, i.e., smoke detectors, fire alarms, communication ties with the fire department, etc., and certify that all applicable building codes and industry standards for this type of facility are met.

**Vendor Response:** Cornerstone utilizes the ADT PKG Focus 200 Plus w/both battery back-up and cell phone back-up systems for both of its facilities. This monitors both security and fire along with fire suppression systems throughout both facilities through ADT's 24 hr. per/day monitoring program. Contact is made by ADT with local Fire and Police departments should trouble occur in any of these areas. Cornerstone personnel are on-call 24 hours a/day to handle any alarm occurrences as they are contacted by ADT.

2.4.3.3 Temperature and Humidity. The vendor should describe the temperature and humidity controls at its facility.

**Vendor Response:** Cornerstone Records Management Vault description on temperature and humidity have been describe in vendor response 2.4.1.3. Box storage temperature and humidity is based on ambient temperatures.

2.4.3.4 Storage Locations. Records should be kept at least one to one and a half inches off the floor with the optimum of three inches. Records should be stored away from windows, steam, sewer or water pipes. The vendor should explain how these issues will be handled.

**Vendor Response:** Both the Charleston and Dunbar, WV records facilities, as per 2.4.3.1, comply with distances required for shelving. Neither facility contains windows and,

steam, sewer or water pipes are either not in proximity of stored records or do not exist in either location.

2.4.3.5 Pests, Mold and Mildew. The vendor should describe its prevention techniques.

**Vendor Response:** Cornerstone Records Management contracts with Orkin to inspect our facilities on a regular basis as a pest control preventive maintenance program. Mold or mildew has not been an issue with the storage of containers at either facility. Boxes are inspected at the time of pull for any irregularities in cosmetic and structural integrity.

2.4.3.6 Sunlight and Ultraviolet (UV) light – Light fades and discolors paper. The vendor should describe how they insure this will not happen.

**Vendor Response:** Neither of our records centers have windows which eliminate the possibility of sunlight or ultraviolet light affecting the records.

2.4.4 Many of the State records are confidential and must only be viewed by authorized parties. The vendor's facility must be secured to allow access to those approved to retrieve/view documents for their respective agency.

**Vendor Response:** Cornerstone Records Management requires authorization lists from each agency with the State of West Virginia. Only those individuals listed will have the ability to request retrieval or delivery of any of the agencies records or have the ability to view records at a Cornerstone facility. Only one secured entry is utilized by all non-Cornerstone personnel to enter/exit the facility. This is monitored at all times by Cornerstone personnel.

2.4.4.1 The vendor should describe the physical layout and organization of their facility and describe the safeguards proposed that will ensure a secure location.

**Vendor Response:** As described in previous items in list, Cornerstone's facilities are secured by ADT security systems along with an electronically secured gate and fencing surrounding the parking area of the facility. Entry to our facilities are limited to authorized persons and then, only to our reception area for receipt of their record/records. Only one secured entry is available to non-Cornerstone personnel in accessing this area. A sign-in/departure sheet is utilized and stored for record of all individuals arriving/departing our facilities. The sign-in/departure sheet lists individual name, company represented, date and time of arrival and departure. Numbered Cornerstone badges are given to each visitor for verification of arrival and departure. Records are stored throughout facilities by location codes for security purposes with no customers container inventory located in any one given area. As all records are considered confidential which are stored in our facilities, all Cornerstone personnel must sign a Confidentiality Agreement and undergo an NCIC background check as a condition of employment.

2.4.4.2 The vendor should describe its security procedures for visitors going beyond the security doors.

**Vendor Response:** Only Cornerstone personnel are authorized in the records center. Pre-notice or appointments must be made by those individuals wishing to review records. An audit room is available in our reception area for small quantity reviews. For larger reviews, a mezzanine area is available and located in our records center where individuals authorized to review their material would be escorted by Cornerstone management. Again, these individual/individuals must be on the authorized list for that specific agency or organization before this process is begun. For prospective customers or auditors who request a tour of the facility, prior notice/appointments must be made for this process. Cornerstone Management accompanies these individual/individuals throughout the process of the tour.

2.4.4.3 The vendor should describe its procedures when a customer comes to the Records Center to retrieve records. The sign-in information should include at a minimum Name, Agency, Date, Time, and Container sought. The vendor should also describe how it verifies the person requesting access is authorized to retrieve documents and how the vendor verifies that the documents retrieved are the records requested.

**Vendor Response:** As described in previous responses, all visitors are required to sign in with Name, Agency, Date and time of arrival/departure. Container/file numbers are not listed on sign-in sheet as this would compromise the secure numbering system and allow viewing of a secure document description. The purpose of the visit; ie, retrieval, delivery, container/file number, individual's name, etc., is listed on the work order produced for that specific customer's needs.

Verification of the requesting individual is checked through authorization lists required from each agency. Verification by Driver's License is utilized as a final security check. Forms are provided to each agency/organization for requesting containers or files as needed. The information on these forms designates the container or file needed for that specific task by the secured numbering system for each. These files/containers are verified through the agency/organization's inventory list and assigned to that specific work order per the submitted request form.

2.4.5 The vendor should describe its plan of action for the transition from the old vendor to the new vendor.

**Vendor Response:** Not applicable, however, Cornerstone Records Management will work with the new vendor, should there be one, to ensure a smooth transition.

2.4.6 The current boxes used by the State are Box Style - Dye Cut Carton; Inside Dimensions: 16"W x 12"L x 10"H; Paper Combination: 69-26-69; Strength - edge crush test of 44 pounds/inch; gross weight limit of 95 pounds. The vendor may suggest specifications for future storage boxes needed for effective records management; however, the vendor will be expected to move existing records in existing boxes or furnish boxes as needed at no additional or separate cost to the agencies. The vendor should describe its preferred box style and size.

**Vendor Response:** As the current boxes being utilized by the State of West Virginia are supplied by Cornerstone Records Management and, should Cornerstone retain the contract for records storage, this becomes a non-issue.

2.4.7 The vendor will be expected to supply the Department of Administration with agency reports showing the agencies storing documents in the facilities during that month and listing the total amount of cubic feet of storage for each agency.

The vendor may be requested to provide billing reports showing all billing activity for each state agency in a month and management reports detailing all retrievals of documents during that month and who retrieved them along with any other activity between the vendor and any state agency. The vendor should provide samples of these types of reports.

**Vendor Response:** Agency inventory lists based on cubic feet will be supplied to the Department of Administration as requested.

Billing reports as stated above are supplied on a monthly basis at this time. This invoicing contains information pertaining to cubic foot storage, files inputted, retrieved, re-files, destruction, pick-ups/deliveries and permanent removal as utilized during that specific month. (See attachment)

Reports will be submitted as requested by the Department of Administration.

## Attachment B: Mandatory Specification Checklist

2.5.1 The Vendor must provide a secure storage facility for existing records in a metro Charleston area location. Vendor location must be within a 25 mile radius of State Capitol Complex.

2.5.2 The Vendor must be able to accommodate 150,000 boxes or approximately 180,000 cubic feet. Please describe the size of your proposed facility.

2.5.3 All Records Center employees must undergo an NCIC (national) background check as a condition of employment, as well as industry-standard privacy training.

2.5.4 All storage procedures must follow industry standard guidelines established by the Association of Records Managers and Administrators (ARMA). ARMA has published guidelines for records management – ANSI/ARMA 8-200-5 Retention Management for Records and Information.

2.5.5 The vendor is required to offer records management services to all state agencies statewide.

2.5.5.1 The vendor is responsible for the pick-up of boxes statewide within one week after contact.

2.5.5.2 The vendor is required to index all received documents from state agencies and furnish monthly documentation to the Purchasing Division and the Office of Technology that explain the indexing system and describes the location of all documents by agency. Please provide a sample in your response of this indexing report.

2.5.5.3 The vendor is responsible for retrieving any document in storage and delivering it to requesting agency within 24 hours of request as long as the agency location is in the metro Charleston area.

2.5.5.4 Documents must be destroyed by a crosscut shredder for paper. Microfilm must be shredded to 1/35" strip or smaller. Please describe the equipment available for to meet this requirement.

2.5.5.5 The vendor must bill each state agency storing records at the facility monthly in arrears. These bills must be according to the prices and categories contained in this RFP and the vendor's response. When the vendor must ship the materials to the agency location, the costs for postage will be billed as a pass-through charge. The vendor should provide the percentage if they plan to charge a processing fee.

2.5.5.6 If requested by any agency, the vendor must retrieve, fax, and re-file up to 25 single-sided pages. This task must be completed within twenty-four (24) working hours of the agency request or if requested as a rush, within four (4) working hours.

2.5.6 The successful vendor will be responsible for moving all boxes from the existing location to the new location within 60 days after award if a new vendor is chosen.

2.5.6.1 The current vendor will provide each agency with a list of documents currently in storage. Each agency will have a minimum time of two (2) weeks to remove all documents in storage or be billed for services rendered by the new vendor. The agency will continue to pay the old vendor until the new vendor picks up the agency's boxes.

2.5.6.2 The new vendor and the old vendor will meet to develop mutually agreed upon schedules for pick-up of the agency boxes.

2.5.6.3 The selected vendor shall be responsible for the pick-up and organization of all documents remaining in storage at the current vendor's location and other agency facilities.

2.5.6.4 The successful vendor will move existing records in existing boxes or furnish boxes as needed at no additional or separate cost. The successful vendor will repackage as needed at no additional or separate cost.

2.5.7 The vendor shall take sole and complete liability for all physical documents currently in storage and any document placed in storage while the vendor is under contract with the State of West Virginia.

2.5.8 The vendor must maintain the confidentiality of any record or document deemed "confidential" by West Virginia State or Federal law from the time it is placed in storage continuing through the destruction of the document.

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

Cornerstone Records Management

Ed Bridgette - General Manager

  
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Phone - 304-346-8878 Fax - 304-346-8982

August 15, 2011





RE: **DESTRUCTION OF RECORDS**

Date:

Enclosed for your approval is a list of boxes archived with Cornerstone Records which have expired retention dates. **PLEASE REVIEW THIS LIST CAREFULLY AND RETURN PROMPTLY!**

If you wish to retain a box, mark through the current retention date and enter the new date to the right.

If you want the box to become permanent (never destroyed), indicate so by marking through the date and write **PERMANENT** to the right.

If the box is to be destroyed, write "D" to the right.

After reviewing, please return to Cornerstone Records with an "authorized" signature and a fax number. (An authorized signature is required.)

Once the form is returned to Cornerstone Records, a destruction work order will be made and the boxes for destruction will be entered to that work order.

Cornerstone Records will then fax the work order back to you for review. If corrections are needed please make them and fax back to Cornerstone Records. If boxes on the work order are correct, initial each page and sign off at the bottom of the work order and fax back to Cornerstone Records at (304) 346-8982.

The date of this report is **not** the destruction date. **NO RECORDS ARE DESTROYED UNLESS AUTHORIZED BY THE CLIENT.** If we do not receive a response within thirty days, this report is void.

Please do not hesitate to contact us at (304) 346-8878 with any questions or other concerns.

## Attachment C: Cost Sheet

Cost information below, as detailed in the Request for Proposal, should be submitted in a separated sealed and clearly labeled envelope.

Description	ESTIMATED QUANTITIES	UNIT PRICE	UNIT OF MEASURE	EXTENDED PRICE
<b>Initial Costs to Agencies</b>				
A. Transfer of existing boxes (may include replacement boxes)	80,000 boxes	\$0.00	per box	\$0.00
B. New Input - indexing of existing documents	80,000 boxes	\$0.00	per box	\$0.00
<b>Monthly Costs to Agencies</b>				
A. Storage per cubic foot	97,472 cubic feet	\$0.26	per cubic foot	\$24,855.36
<b>Activity Costs to Agencies</b>				
A. Pickup and/or Delivery for first 3 cubic feet				
0 - 3 miles	200 pickups	\$0.00	per pick up	\$0.00
3 - 25 miles	500 pickups	\$0.00	per pick up	\$0.00
Rush	50 pickups	\$0.00	per pick up	\$0.00
Emergency (after hours or the weekend)	2 pickups	\$0.00	per pick up	\$0.00
Each Addition cu ft beyond the first 3 cubic feet	11,500 cubic feet	\$0.00	per cubic foot	\$0.00
B. New Input - Indexing per box	11,500 boxes	\$0.00	per box	\$0.00
<b>C. Retrieval</b>				
Boxes - per cubic foot	845 boxes	\$1.80	per box	\$1,521.00
Files - per item	4,700 items	\$0.00	each	\$0.00
Rush - during business hours per cu ft	318 cubic feet	\$8.00	per cubic foot	\$2,544.00
Emergency - after business hours, Saturday, Sunday and Holidays - per cu ft	2 cubic feet	\$0.00	per cubic foot	\$0.00

<b>D. Refiling (no indexing required)</b>				
Boxes -- per cubic foot	845 boxes	\$0.00	per box	\$0.00
Files -- per item	4,700 items	\$0.00	each	\$0.00
E. FAX cost per page	113 pages	\$0.50	per page	\$56.50
F. E-mail cost per page (e-mail PDF)	75 pages	\$0.25	per page	\$18.75
F. Destruction -- Cost per cu. Ft.	8,750 cubic feet	\$2.50	per cubic foot	\$21,875.00
G. Photocopy -- Per Page	86 pages	\$0.35	per page	\$30.10
H. Vault Storage	120 cubic feet	\$9.75	per cubic foot	\$1,170.00
I. Permanent Removal of boxes	120 cubic feet	\$0.50	per cubic foot	\$60.00
Cost of Storage Boxes	6,000 boxes	\$1.85	per box	\$11,100.00
Hourly Rate for Special Projects and Services not covered above	250 hours	\$23.00	per hour	\$5,750.00
<b>Grand Total</b>				<b>\$68,980.71</b>

*If applicable, sign and submit the attached Resident-Vendor Preference Certificate with the cost proposal.*