

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR PROPOSALS (RFP)**

1. PROPOSAL NO.: 20-250-06-29
2. ISSUE DATE: June 15, 2020
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:

**Offsite Document Storage, Destruction,
and other Related Services**

5. PRE-PROPOSAL CONFERENCE:
(Strongly Recommended)
****** There WILL be a conference via Zoom. ******

- **DATE:** Monday, Jun 22, 2020
- **TIME:** 10:00 AM CST
- **Zoom Bid Opening Meeting Info:**
Meeting ID: 220 547 6707
Password: 9iY2Y2

6. ADVERTISING DATES:
1st Week of Advertisement Date: __06__/_15__/_20__
2nd Week of Advertisement Date: __06__/_22__/_20__

7. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

**City of Mission
Purchasing Department
1201 E. 8th Street R101
Mission, TX 78572
Proposal # 20-250-06-29**

8. OFFER SUBMISSION DUE DATE AND TIME:
DATE: June 29, 2020
TIME: 2:00 PM CST

- Zoom Bid Opening Meeting Info:
- Meeting ID: 220 547 6707
- Password: 9iY2Y2

9. No Facsimiles or late arrivals will be accepted. Any proposals received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFP.

10. SUBMIT WITH OFFER: Original offer and 5 photocopies including documents and attachments so indicated on Page 2 of this form.

11. Offers submitted in response to an RFP will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for proposals.

13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

**OFFER
(To be completed by Offeror)**

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

15. PROPOSERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

17. PROPOSERS SIGNATURE & DATE:

**AWARD
(To be completed by City of Mission)**

18. TOTAL AMOUNT OF AWARD:

19. DIRECTOR OF PURCHASING SIGNATURE & DATE OF AWARD:

Name: _____ Signature: _____ Date: ___/___/___

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Proposers	General Terms & Conditions	YES
		Technical Proposal	YES
		Price Proposal	YES
●	Scope of Service	Description of Offsite Records Storage, Destruction, and other Related Services	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form (Signed and Executed)	YES
●	Price Proposal	Signed and Completed (Proposers own Format) (Signed and Executed)	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s) (Signed and Executed)	YES
●	Proposer's General Questionnaire	General Questions (Supporting Documentations) (Signed and Executed)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire (This form will be requested before Award of Contract Signed and Executed)	NO

21. ACKNOWLEDGMENT OF ADDENDUMS:		ADDENDUMS #	DATE	ADDENDUMS #	DATE
Offeror acknowledges receipt of the following addendum(s) to the solicitation:					
(Identify addendum number and date of each.)					

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Proposal *****

City of Mission
Instructions to Proposer – General Terms & Conditions
Proposal Name/No.: Offsite Records Storage, Destruction, and other Related Services/ 20-250-06-29

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful Proposer, it will be required that **“Offsite Document Storage, Destruction, and other Related Services”** be provided as specified. City of Mission is seeking proposals from qualified firms to provide Offsite Document Storage, Destruction, and other Related Services to furnish offsite document storage, destruction and other related services. The contractor must be in compliance with the Texas State Library and Archives Commission Records Storage Standards.

- (1) Sealed Proposals will be received for **“Offsite Document Storage, Destruction, and other Related Services”** in accordance with the scope or service attached hereto.

- (2) **One (1) original and two (2) copies of RFP must be enclosed in a sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Proposals” – “Offsite Document Storage, Destruction, and other Related Services- Proposal No. 20-250-06-29” and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Monday, June 29, 2020. No Facsimiles or late arrivals will be accepted. Any RFP received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFP. An unbound original and 2 bound copies of the technical proposal, and one original of the price proposal shall be submitted in separate sealed packages. The technical proposal package shall be labeled **“Technical Proposal – Offsite Document Storage, Destruction, and other Related Services”** and the price proposal envelope shall be labeled **“Price Proposal – Offsite Document Storage, Destruction, and other Related Services”** and addressed to the purchasing department.**

- (3) **Pre-proposal Conference:** A Pre-proposal Conference shall be held on Monday, June 22, 2020 at 10:00 a.m. at Mission City Hall, 1201 E. 8th Street, Mission, TX 78572 via Zoom. All prospective proposers are encouraged to attend.
<https://us02web.zoom.us/j/82368563293?pwd=empJVDBrTEUxa0Y2ak9LRzcvSmRKQT09>
Meeting ID: 220 547 6707
Password: 9iYEY2
One tap mobile
One tap mobile
+13462487799,,2205476707#,,,0#,,966559# US (Houston)
+16699009128,,2205476707#,,,0#,,966559# US (San Jose)

- (4) **Request for Clarification and/or Modifications:** The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by the fifth (5) day before the due date for proposals. Those requests may be faxed to (956)580-8798 or emailed to ccantu@missiontexas.us. City of Mission assumes no responsibility for delayed or lost responses. Proposers should contact the Buyer if they believe a response is missing or lost.

- (5) **Interest of Public Officials**

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be pecuniarily interested in or benefited directly or indirectly as a result of this contract.

- (6) **Covenant Against Gratuities**

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

(7) Preparation of Proposals

(a) Proposer are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of Proposals. Failure to do so will be at the Proposer's risk.

(b) Each Proposer shall furnish the information required by the solicitation. Proposals shall be submitted on the Proposal form contained in the solicitation. Proposer shall sign and print or type their name on the Proposal form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the Proposal. Proposals signed by an agent of the Proposer (other than an officer or a partner of the Proposer) are to be accompanied by evidence of the agent's City (unless such evidence has been previously furnished to the City).

(c) All blanks on the Proposal form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items Proposal. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the Proposal form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Proposals for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the Proposal may be a basis for rejection of the Proposal as nonresponsive.

(e) The Proposer must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(8) Submission of Proposals

(a) Proposals and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the City of Mission, Buyer at the address specified in the solicitation. The Proposer shall show the hour and date specified in the solicitation for receipt of Proposals, the solicitation number, and the Proposer's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic Proposals will not be considered unless authorized by the solicitation; however, Proposals may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of Proposals.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the Proposer's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the Proposal shall include the legal name of the Proposer and a statement whether the Proposer is a sole proprietorship, a corporation, or any other legal entity. A Proposal for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(9) Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach Proposer before the submission of Proposals. **Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of Proposal.** Oral explanations or instructions given before the award of any contract, at any pre-Proposal conferences or otherwise, will not be binding on the City. Any information given to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposer as an addendum to the solicitation, if such information is necessary to Proposer in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposer.

(10) Evaluation and Selection of Proposals:

General:

- a) **Separate Packages.** Proposers are required to respond to this RFP with two separate packages: a technical proposal and a price proposal. City of Mission's Evaluation Committee will first evaluate the technical proposals and determine which are technically acceptable. These will be ranked within a technical competitive range. Price proposals will be opened only for those firms within the technically competitive range.
- b) **Responsiveness.** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.
- c) **Organization of Technical Proposal Materials.** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Evaluation of Technical Proposal." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** City of Mission shall appoint an Evaluation Committee to evaluate all proposals submitted for this project.

(11) Evaluation of Technical Proposal:

- a) **Initial Evaluation.** All proposals will be initially evaluated and ranked based on weighted evaluation criteria listed below or that may be issued in addenda. Evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.
- b) **Review.** The technical submittals shall be reviewed and evaluated by the Evaluation Committee on the basis of the 100 point rating system. The technical evaluation shall be based on the responsiveness of the technical submittal to the needs of City of Mission and to the requirements of the technical specifications with a maximum numerical rating as indicated herein.
- c) **Evaluation Form.** Each member of the Evaluation Committee shall complete an evaluation form for each technical proposal submitted. The final technical rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

(12) Technical Evaluation Criteria (60 Point Total)

It is the intention of the City of Mission to award a contract only to a vendor who furnishes satisfactory evidence of requisite experience and ability to complete the work successfully and promptly within the timeline established between the parties. Proposals will be evaluated and ranked. The City of Mission reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm or firms selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Mission, including but not limited:

1. Qualifications and Experience (20 Points)

Proposers shall demonstrate competence and experience to carry out the terms of this contract. The Service Company shall have personnel who have experience with similar projects as described herein. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer, including certifications. Outline why the City should select your firm(s) to provide the required services.

2. Comparable Projects (5 Points)

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related (public sector) work as well as private sector references.

3. Service and Methodology (20 Points)

Proposers shall demonstrate their ability to service the City within the appropriate response time necessary to insure projects are completed on a timely basis. Company shall demonstrate their ability to address the needs of the City as specified in the scope of work section of this document. Provide the firm’s method of approach or work plan summary to meet the City’s objectives. Include the firm’s management philosophy.

4. Quality (5 Points)

Proposer should provide samples demonstrating the quality of product/services.

5. Capacity (10 Points)

The Service Company should clearly identify its capacity to perform the work as outlined in the specifications. Proposers should clearly identify all available resources within the company and equipment available. Proposer should clearly identify those services that will be subcontracted by others. Provide the number of full-time/part-time employees.

All proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed “responsive.”

The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of which qualifications, experience, service, quality or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a consultant’s approach meets the desired requirements and needs of the City.

The Request for Proposal document, together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties. Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with the specifications will not be considered for award. The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interest of the City of Mission. Proposers are advised that the RFP is considered to be under evaluation until contract award. The Purchasing Division and City staff members are restricted from giving any information relative to the proposals or “progress” of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposal information will be available upon award of the contract.

(13) Evaluation of Price Proposal: (40 Point Total) Opening of Price Proposal. City of Mission will open the Price Proposals to determine a competitive range in conjunction with technical proposals to conduct a combined evaluation of proposals.

a) **Scoring.** The Selection Committee’s recommendation for award of this contract shall be based on the highest total points for both technical and price. This number shall be arrived at by adding the average total rating for the Technical Proposal to the point rating determined for the Price Proposal:

$$\frac{\text{Lowest Price}}{\text{Firm's Price}} \times 100 \text{ points} = \text{Price Score}$$

The price score of Firm B is shown in the following example:

Firm	Price Proposal	Price Score
A	\$100	100.00 points
B	\$125	80.00 points
C	\$115	86.95 points

$$\frac{\$100.00 \text{ (Lowest Price, Firm A)}}{\$125.00 \text{ (Firm B Price)}} \times 100 \text{ points} = 80 \text{ points}$$

(14) Interviews, Discussions, and Negotiations:

- a) **Interviews:** The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range.
- b) **Negotiations.** The committee or designated members of the committee will negotiate separately with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "best and final offer."

(15) Best and Final Offer. The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

(16) Acknowledgment of Addendums to Request for Proposals

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposer shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the Proposal form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

(17) Proposals must give full firm name and address of offeror, and be manually signed. Failure to do so will disqualify your Proposal. Person signing Proposal must show title or **CITY TO BIND HIS FIRM IN A CONTRACT.** *Firm name and authorized signature must appear on each page that calls for this information.*

(18) Proposals **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity. No Proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

(19) **STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL.** Contractors are not tax exempt.

(20) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful Proposer and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

(21) Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

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

(23) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a Proposer quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.

(24) The Proposer agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a

necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

- (25) **Proposer shall carefully examine the Proposal forms, general terms and conditions, and specifications.** Should the Proposer find discrepancies in, or omissions from Proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Director (Mission City Hall, ebelmarez@missiontexas.us (956) 580-8667) and obtain clarification by addendum prior to submitting any Proposal.
- (26) **BILLING AND PAYMENT INSTRUCTIONS:**
- Invoices must include:
- a. Name and address of successful vendor
 - b. Name and address of receiving department or official
 - c. Purchase Order Number (if any)
 - d. Notation - **“Offsite Document Storage, Destruction, and other Related Services”**
 - e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.
- (27) Funds for this procurement have been provided through Local Funding for this fiscal year only. The award of a Proposal or contract hereunder will not be construed to create a debt for the City which is payable out of local funds beyond the current fiscal year.
- (28) The geographical location(s) of Proposer’s facilities referenced **“Offsite Document Storage, Destruction, and other Related Services”** given due consideration in determining the lowest responsible Proposer. All items will be evaluated and awarded individually or in any combination thereof.
- (29) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.
- (30) Proposer must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- (31) Proposer are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

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

- (32) **Insurance Requirements for Supply/Services and/or Construction**
- (a) **Required Coverage.** The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

- Contractual Liability covering Contractor's obligations herein
- Personal Injury Advertising Liability
- Medical Payments
- Fire Damage Legal Liability
- Broad Form Property Damage
- Liability for Independent Contractors

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Eduardo Belmarez, Purchasing Director
1201 E. 8th Street
Mission, TX 78572
Proposal # 20-250-06-29

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Director. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) **Multiple Policies.** The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(k) **Deductibles.** Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(l) **Subcontractors.** If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.

(m) **No Release.** The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(33) Termination For Convenience: City of Mission may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of City of Mission by giving 30 days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to City of Mission, the Contractor will account for the same and dispose of it in the manner City of Mission directs.

(34) Termination For Default:

Default: In the event that the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten (10) days of written notice from City of Mission cure such breach or violation. City of Mission may immediately terminate the Contract, and shall pay the Contractor only its allowable cost to date of termination.

Notice: Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

City of Mission Options: In case of default on the part of the Contractor, the Contract may be terminated and in such event:

- a. City of Mission may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract, or
- b. City of Mission may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to City of Mission any amounts paid by City of Mission to the Contractor, and City of Mission shall have no further liability to the Contractor.
- c. City of Mission may contract to acquire supplies or services similar to those terminated.

(35) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(36) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal. If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

CITY OF MISSION
Scope of Service

Solicitation Name: "OFFSITE DOCUMENT STORAGE, DESTRUCTION, AND OTHER RELATED SERVICES"

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the documents listed below (incorporated into this Contract by reference) shall collectively constitute the Contract.

1. SCOPE OF SERVICE

The City of Mission is soliciting proposals from record storage service providers to furnish offsite document storage, destruction and other related services. The contractor must be in compliance with the Texas State Library and Archives Commission Records Storage Standards Local Government Bulletin F. The City Secretary is the Custodian of Records for the City and shall oversee all aspects of the contract. The City currently has 800 boxes in storage.

2. RECORD STORAGE

The contractor must provide secure offsite storage for the City's documents. All documents must be kept and stored in Hidalgo County. Contractor must be able to provide accommodations for additional boxes at the rate offered for the contract term.

3. RECORD PICKUP AND DELIVERY

The contractor shall accept and respond to pick up from authorized city staff on a semi-annual basis or as requested by City.

If at any time city requests boxes or files from contractor's facility contractor will deliver to the requesting department during regular business hours the requested boxes or files within 24 hours from request. Email of documents will be accepted if approved by the department. Pickups and deliveries will be picked up and delivered from the respective departments. Contractor will supply city with barcodes and forms necessary to prepare boxes for pickup by contractor.

4. PERMANENT REMOVAL OR DESTRUCTION SERVICES

Upon request from the City contractor will be required to permanently remove or destroy boxes stored with the contractor as specified in the Texas State Library and Archives Commission Local Schedule GR once a year. (Retention Schedule for Records Common to all Local Governments).

The contractor must comply with the National Association for Information Destruction (NAID) certification for the destruction of records stored at the contractor's facility. The destruction shall be performed by either shredding or incineration. The contractor will provide a certificate of destruction to the City for the records that are sought to be destroyed. No records shall be destroyed without written approval from the City Secretary.

5. INVENTORY TRACKING

The contractor shall maintain an accurate bar coded and computer based inventory tracking system. An updated inventory log is to be submitted to the City Secretary within 60 days of receiving or destroying documents. Inventory of documents stored are to be separated by department and is to include receipt date and destruction date or labeled as permanent.

6. ACCOUNTING AND INVOICING

The contractor will provide a monthly invoice to the City Secretary's office showing a line item for all the department's storage costs.

7. SECURE STORAGE AND FACILITY STANDARDS

The contractor's storage facilities shall be in compliance with the requirements of the Texas State Library and Archives Commission regulations.

The Contractor awarded this contract for the storage of records shall allow the City representative the opportunity to tour their facilities to verify compliance with the contract on an ongoing basis.

Records shall be stored in a manner that complies with the following required minimum storage conditions for permanent records:

1. Offers protection from fire, water, steam, structural collapse, unauthorized access, theft, and other similar hazards; and
2. Does not expose records to direct sunlight
 - a. records or storage boxes shall not be stored in contact with the floor
 - b. records stored in a building or storage area constructed after the effective date of this section shall be protected by an operational fire detection system or the facility must be in compliance with local fire codes.
 - c. records shall not be stored in any area of a building or storage area constructed after the effective date of this section that is located in a 100 year flood plain area, as established by the U.S. Geological Survey at the time of the construction of the building, unless the floor of said area is at least five feet above the 100 year flood level.

8. SECURE SHREDDING SERVICE

The City will require secure NAID shredding services for documents not in storage. Contractor will supply 2-96 gallon locked bins to collect the documents and provide onsite shredding on a monthly basis. And 1-55 gallon locked bin at Human Resource Department. Confidential records shall be shredded, masticated, burned or any other method completely annihilating the records. When confidential records (not for public viewing) have been given authorization to be destroyed as per the City of Mission, city representatives may reserve the right to witness the destruction process.

The Contractor shall maintain strict control procedures to safeguard confidential City records throughout the destruction process. Such records shall be maintained in a secure area until the final disposition process is completed and transported to the destruction site in a secure vehicle, so as to ensure a certified beginning-to-end chain of custody.

9. TRANSITION SERVICES

At the commencement of the contract the contractor must assume full responsibility for the transfer of all of the city's records stored at its current storage facilities (Creative Imaging, LLC.) to the contractor's facility. The responsibility includes cost of permanent removal from current contractor, new bar coding, labeling, and inventory for boxes to be stored at contractor's facility at the beginning of the contract period. Any costs related to its requirement must be clearly identified in the contractor response. Upon successful completion contractor will supply the city an inventory report of the boxes moved to the new storage facility. The report will list boxes for each department.

A monthly fixed cost should be provided to cover all costs including storage, retrieval, re-file, new storage, delivery and shredding.

10. RELOCATION OF RECORDS

At the end of the contract; including termination before the full term of the contract, the vendor must allow the city or its designee to remove all city records at no additional costs to the city. The vendor must propose a process for preparing records for transfer to a new vendor. The proposal must address transfer of boxes and inventory control information.

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Proposal Certification
Proposal Name/No.: "Offsite Document Storage, Destruction, and other Related Services"/ 20-250-06-29

I/We have read instructions to Proposer and specifications. My/Our Proposal conforms to all Proposal specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to Proposer and specifications.

The undersigned Proposer, by signing and executing this Proposal, certifies and represents to the CITY OF MISSION that Proposer has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this Proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF MISSION concerning this Proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this Proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this Proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this Proposal, the submission of this Proposal, the award of this Proposal or the performance, delivery or sale pursuant to this Proposal.

Date: _____
Company Name: _____
Signature: _____
Title: _____

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed Proposal.

City Of Mission
Pricing Schedule

Proposal Name/No.: “Offsite Document Storage, Destruction, and other Related Services”/ 20-250-06-29

For any questions directly regarding the **“Offsite Document Storage, Destruction, and other Related Services- Proposal No. 20-250-06-29”**, please call or email:

Crissy Cantu, Buyer: ccantu@missiontexas.us
Telephone: (956) 580-8667

ITEM NO.	DESCRIPTION BASE TERM 2 YEAR	CHARGES
1	Storage Fees	
	15 x 12 x 10 Box	\$ _____/ per box
	18 x 12 x 10 Box	\$ _____/ per box
	24 x 15 x 10 Box	\$ _____/ per box
2	Minimum Monthly Charge	\$ _____/Per Box Monthly
3	Services to include Retrieval and Shelving of Boxes	\$ _____/Per Box
4	Indexing of box (one time set up fee)	\$ _____/Per Box
5	Destruction	No Charge
6	Permanent Removal	\$ _____/pick-up and delivery
7	Pick-up and Delivery Services	\$ _____/rush fee per box

Renewal Terms: The term of this contract shall be two (2) years from contract award date. The City of Mission shall reserve the option to renew this order for an additional three (3) consecutive, one (1) year periods at the end of the service period. A bidder may offer a fixed maximum percentage of escalation for each of the additional two years. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

* _____% 1st year renewal term

* _____% 2nd year renewal term

* _____% 3rd year renewal term

Company Name: _____
Owner or President Name: _____
Company Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Fax Number: _____
Email: _____
Federal ID or SS# Number: _____

*Company Authorized Representative’s Signature

Date

Company Representative’s Name (Please Print)

Company

Representative’s

Title

***Signature on this form indicates agreement with “Instructions to Proposer-General Terms and Conditions, Pricing, and Specifications”**

**CITY OF MISSION
ADDENDA CHECKLIST**

PROPOSAL NAME/NO: Offsite Document Storage, Destruction, and other Related Services/ 20-250-06-29

Proposal of: _____
(Proposer Company Name)

To: City of Mission

Ref.: “Offsite Document Storage, Destruction, and other Related Services”:20-250-06-29

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____

(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____

Signature: _____ Date: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address: