RECORDS STORAGE OVERFLOW SERVICES
SPB12-2318J

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau ("the State"), whose address and phone number are PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and Montana Records Management, LLP, ("Contractor"), whose address and phone number are 1700 National Avenue, Helena MT 59601 and (406) 443-2172.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on July 1, 2012, (or upon contract execution) and terminate on June 30, 2013, inclusive, unless terminated earlier in accordance with the terms of this contract.

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

3. COST/PRICE ADJUSTMENTS

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. NONEXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Nonexclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

6. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 30, 2013.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

7. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following records storage overflow services.

The Montana Office of the Secretary of State's Records and Information Management is responsible for the storage, retention schedules, and destruction approval for all State of Montana records. The Secretary of State's records storage facility in Helena, Montana, has reached capacity. Therefore, the State has established this contract to handle the storage of the overflow records in Helena, Montana.

The Contractor shall provide a secure facility, delivery services, on-site destruction/shredding services, and must be able to set up multiple accounts for individual agencies. The State makes no guarantee of contract usage.

Most boxes utilized for storage of records will be secured through Records and Information Management and will consist of three standard sizes: 1/2 cubic foot, 1 cubic foot and Map Size (24"x12"x10"). It is incumbent upon the Contractor to either accept "non-standard" size containers or to calculate a separate charge.

PROCESS AND APPROVALS

Upon receiving a request from an ordering agency, the Contractor shall verify with Records and Information Management the placement of the containers and/or all destruction orders with an approved Form RM5 / Records Disposal Request. Failure to receive permission for placement and/or destruction orders will result in immediate contract termination for cause. (Reference Section 15 of this contract.)

FACILITY

The Contractor MUST have a secure facility located in Helena Montana. The facility must be equipped with the following features:

- Smoke and heat detectors
- Sprinkler system
- Motion detector
- Alarm system
- Secure area large enough to handle 7,500 cubic feet of storage in one year
- Fire safety procedures must be in place
- Personnel security system must be in place

PERSONNEL

The Contractor must demonstrate to the State that the facility has security measures in place to protect the confidential nature of the records being stored. All employees assigned to the resulting Contract must, at a minimum, be:

- Bonded
- Have background checks performed
- Sign confidentiality agreements with the Contractor

ON-SITE DESTRUCTION / SHREDDING SERVICES

For the purpose of convenience, on-site shredding services will be allowed ONLY for on-site files being destroyed at the Contractor's facility. All other shredding services must be secured through the State's exclusive term contract for shredding services - SPB07-1346J, Shredding Services - Helena Area. Failure to comply with this requirement may result in the agency being responsible for any payment to the exclusive term contract holder for violation of the term contract.

8. CONSIDERATION/PAYMENT

8.1 Payment Schedule. In consideration for the records storage overflow services to be provided, the State shall pay according to the following pricing schedule:

	Services	Fee	Unit
Note: These fees are to include initial accounting and/or recording of the boxes, set-up of individual agency accounts, computer or database input, invoicing, reporting.			
	Box Fee:		
1.	New Box Fee (per container)	$1.00	Per Container
	Storage:		
2.	Storage of a cubic foot container	$0.32	Per Container
3.	Storage of a 1/2 cubic foot container	$0.18	Per Container
4.	Storage of a Map Size container (24" x 12" x 10")	$0.49	Per Container
	Pickup / Delivery:		
5.	Pickup or Delivery of all size containers	$9.50	Per Stop
	Retrieval / Re-file:		
6.	Retrieval (all size containers)	$0.91	Per Container
7.	Re-file (all size containers)	$1.15	Per Container
	On-site Destruction / Shredding:		
8.	On-site Destruction / Shredding of cubic foot container (*average cubic foot box weight = 35 lbs.)*	$5.72	Per Container
9.	On-site Destruction / Shredding of 1/2 cubic foot container (*average 1/2 cubic foot box weight = 15 lbs.)*	$2.86	Per Container
10.	On-site Destruction / Shredding of Map Size container (24"x12"x10") (*average Map Size container weight = 45 lbs.)*	$7.34	Per Container
Any service and cost not covered below will be mutually agreed upon by the State Procurement Bureau and Contractor as needed.			
	Additional Services and Associated Charges:		
11.	Storage of Banker Boxes (BBs)	$0.61	Per Box Per Month
12.	Storage of Banker Oversize (BOs)	$0.91	Per Box Per Month
13.	File Search (Unsuccessful)	$1.15	Per File
14.	Permanent Withdrawal	$1.71	Per File
15.	Transportation - Priority Pickup/Delivery	$21.20	Per Stop
16.	Transportation - Emergency Pickup/Delivery	$42.40	Per Stop
17.	Transportation - Extra Stops	$2.00	Per Stop
18.	Infokeeper Access/Database Startup (One Time Charge Only)	$250.00	Per Program
19.	Infokeeper Database Maintenance Change	.01 per 1,000 bytes	
20.	Special Projects - Data Research	$30.74	Per Hour
21.	Special Projects - Photo/Fax/Copy	$0.50	Per Page
22.	Special Projects - Telephone Read	$1.50	Per Page
23.	Vault Retention - Cubic Foot	$3.45	Per Cubic Foot
24.	Vault - Data Platter	$1.06	Each Per Month
25.	Vault - Supervised	$25.00	Per Hour
26.	Vault - Tape Rotation	$0.86	Each Tape Any Size
27.	Standard Delivery Charge (Over 6 Boxes)	$0.50	Each

8.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

8.3 Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

9. ACCESS AND RETENTION OF RECORDS

9.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

9.2 Retention Period. The Contractor agrees to create and retain records supporting the records storage overflow services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. REQUIRED INSURANCE

12.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

12.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; and premises owned, leased, occupied, or used.

12.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

12.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

12.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

13. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

14. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

15. CONTRACT TERMINATION

15.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

15.2 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least 30 days prior to the effective date of termination.

15.3 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA)

16. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Bonny Belling will be the liaison for the State.
State Procurement Bureau
PO Box 200135
Helena MT 59620-0135
Telephone: (406) 444-2575
E-mail: bbelling@mt.gov

Sherri Ohs will be the liaison for the Contractor.
Montana Records Management, LLP
1700 National Avenue
Helena, MT 59602
Telephone: (406) 443-2172
Email: info@mtmrm.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

17. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

18. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

19. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of the termination.

20. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

21. SCOPE, AMENDMENT, AND INTERPRETATION

21.1 Contract. This contract consists of seven numbered pages, any Attachments as required, IFB# SPB12-2318J, as amended and the Contractor's IFB response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

21.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

22. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA
State Procurement Bureau
PO Box 200135
Helena MT 59620-0135

BY: Brad Sanders, Bureau Chief
(Name/Title)

Brad Sanders
(Signature)

DATE: 6/18/12

MONTANA RECORDS MANAGEMENT, LLP
1700 National Avenue
Helena MT 59601

FEDERAL ID #: 20-2013900

BY: Sherri Ohs-Mosley - owner
(Name/Title)

Sherri Ohs-Mosley
(Signature)

DATE: 6/15/2012

Approved as to Legal Content:
Mike Manion 6/14/2012
Legal Counsel (Date)

Approved as to Form:
Bonny Bellenz 6/14/12
Procurement Officer (Date)
State Procurement Bureau