COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

April 7, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AWARD OF CONTRACT FOR
OFF-SITE RECORDS STORAGE SERVICES WITH
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

This action is to award a contract for Off-Site Records Storage Services with Iron Mountain Information Management, Inc., for the Department of Public Works and other County departments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for Off-Site Records Storage Services in an annual aggregate sum not to exceed $70,856 to Iron Mountain Information Management, Inc., headquartered in Boston, Massachusetts, with a district office in Cerritos, California. This contract will be for a term of three years commencing on April 14, 2009, with seven 1-year renewal options, not to exceed a total contract period of ten years.

2. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, Iron Mountain Information Management, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed off-site records storage services for the Department of Public Works (Public Works). The work to be performed will consist of storage, retrieval, and delivery of records. Public Works has contracted for these services since 1997. Public Works will also permit other County departments to use the contract through a contract amendment and funding process that is consistent with County policies and procedures.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an amount not to exceed $70,856 plus 10 percent for additional work within the scope of the contract and any applicable cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the unit prices quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Financing for these services is included in Fiscal Year 2008-09 Public Works various fund budgets. When the need arises for services under this contract, financing for the required services will be made from the appropriate fund. Total annual expenditures for these services, however, will not exceed the contract amount approved by your Board, and no service will be ordered without the funding authorization of Public Works' Financial Management Branch. Funds to finance the contract's option years and 10 percent additional funding for contingencies and any applicable cost-of-living adjustments will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). Prior to the Director of Public Works (Director) or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract, with Iron Mountain Information Management, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Iron Mountain Information Management, Inc. This contract will commence on April 14, 2009, for a period of three years. With your Board's delegated authority, the Director or her designee may renew the contract for seven 1-year renewal options, not to exceed a total contract period of ten years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on September 20, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

The proposed project is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b) (2) and (5) of CEQA. This proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On September 20, 2007, Public Works solicited proposals from 92 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On March 17, 2008, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, quality assurance program, references, and storage facilities. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Iron Mountain Information Management, Inc.

Public Works utilized the consensus scoring methodology to evaluate the proposals received in response to the RFP for these services. Public Works followed County procedures in effect at the time of the evaluation, which was prior to your Board passing Agenda Item 39-A on November 25, 2008. Making an exception for contract evaluations already underway, Agenda Item 39-A ended the destruction of scoring related documents and suspended consensus-only scoring until your Board directs otherwise.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:GZ:cg

Attachment (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel

AGREEMENT FOR

OFF-SITE RECORDS STORAGE SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Iron Mountain Information Management, Inc., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 17, 2008, hereby agrees to provide services as described in the attached specifications for Off-Site Records Storage Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Poster; Exhibit E, Major Locations of Records; and Exhibit F, Contractor Employee Acknowledgment and Confidentiality Agreement; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract Documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $110,000 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of three years commencing on April 14, 2009. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of ten years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By_____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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ATTACHMENT B

Bid Detail Information

Bid Number : PW-ASD 689
Bid Title : Off Site Records Storage Services
Bid Type : Service
Department : Public Works
Commodity : MANAGEMENT SERVICES - RECORDS
Open Date : 9/20/2007
Closing Date : 10/4/2007 2:00 PM
Bid Amount : $ 70,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Off Site Records Storage Services (2007-AN037). The total annual contract amount of this service is estimated to be $70,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at ftp://dpwftp.co.la.ca.us/solicitationdocuments/storage.pdf or from Mr. Benjamin Sandoval (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, providing proper storage facility(ies) and transportation vehicles, which ensure Public Works office records are safe at all times from radical temperature and humidity changes as well as airborne contaminants. The Proposer shall have a minimum of three years' experience in providing these services.

A Proposers' Conference will be held on Thursday, October 4, 2007, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, October 18, 2007, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number above.

Contact Name : Benjamin Sandoval
Contact Phone# : (626) 458-7334
Contact Email : bsandoval@dpw.lacounty.gov
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