

STATEMENT OF WORK OFF-SITE STORAGE

- A. **CONTRACT OVERVIEW:** The Department of General Services (DGS) is issuing this Invitation for Bid (IFB) for Off-site Storage Services. These off-site storage services are needed to protect valuable data required for historical purposes and for support of disaster recovery efforts. These vital records are to be stored in a secure and hazard-free environment located a minimum of fifty (50) miles from the Commonwealth Capitol. The vital records to be stored consist of varying media types which include, but are not limited to, magnetic and non-magnetic media, paper documents, compact discs, digital versatile discs, and other media types. This contract **does not** include cloud storage of any kind.
- B. **METHOD OF AWARD:** This will be a single award to the lowest, responsive, and responsible bidder. The Total Extended Bid Price (Part 1 & 2) For This IFB identified on Tab 3 of the **Cost Sheet (Attachment A)** will be used to determine Lowest Overall Cost.
- C. **COST SUBMITTAL:** Bidders must use **Attachment A, Cost Sheet**, to record their bid prices for the services associated with this contract. The completed **Attachment A** must be uploaded and submitted with your bid in the PA Supplier Portal, or your bid will be deemed non-responsive. See Tab 1 Instructions of **Attachment A** for detailed instructions for completing the Cost Sheet.
- D. **PRICE ADJUSTMENT LANGUAGE:** The Commonwealth recognizes that during the term of the Contract, there may be changes relative to the costs associated with the Off-site Storage Services set forth in the Contract. Therefore, the Contractor may submit for approval, to the Contracting Officer, price adjustment proposals at renewal time only. All price adjustment proposals must be submitted prior to or in conjunction with the renewal of the Contract. Initial bid pricing shall be held for the initial two-year term of the Contract.
- E. **ELIGIBILITY REQUIREMENTS:** Bidders must read and complete **Attachment B, Certification of Eligibility Requirements**, which identifies mandatory requirements to perform the services under this Contract. Bidders must signify their eligibility by initialing the appropriate lines following each requirement category, then signing and dating the bottom of the form. The completed form must be uploaded and attached to your bid in the PA Supplier Portal. Bidders that fail to complete and return the form may be deemed non-responsive. Please be aware that further documentation of eligibility may be required, upon request.
- F. **FACILITY SITE VISIT:** DGS may require a site visit prior to awarding the contract. If it is determined by DGS that a site visit is to be conducted, the site visit will be held at the facility proposed to be the off-site storage location. The Commonwealth will be responsible for all travel and accommodation costs for Commonwealth employees for this site visit.
- G. **AGENCY PICK-UP SCHEDULE:** Each using agency will establish a pick-up schedule suitable to their business needs. These pickup schedules can be daily, weekly, monthly, or other. These schedules can also be specific to days of the week, days of the month, etc., and can be modified as required.
- H. **TRANSITION SERVICES REQUIREMENTS:** Transition Services include all activities required to move all stored records from the current provider's off-site location to the awarded Contractor's proposed storage facility. The awarded Contractor will have a minimum of three (3) weeks from the date the notice to proceed is received to complete this transition, or as otherwise agreed upon in writing by both parties. The address of the current provider's facility will be provided to the awarded Contractor upon notice of award. Transition services shall include the following:
1. Develop a transition plan and schedule to include each agency storing records with the current provider.

2. The Contracting Officer must approve the Contractor's transition plan and schedule prior to beginning the transition services.
3. Pickup and transport all stored records from the current provider's facility to the Contractor's proposed facility.
4. Prior to removing the stored records from the current provider's facility, the Contractor shall inspect and inventory all stored records and sign a Chain of Custody document verifying the actual records received.
5. Provide each using agency and DGS with an inventory report of transitioned records and signed Chain of Custody document. The report must be delivered within two (2) business days of the transition.
6. Contract Transition Services are considered complete when the stored records are received at the awarded Contractor's location, the inventory reports are provided to the using agency and DGS, and the inventory reports are verified and accepted by the Commonwealth. Once the transition services are complete, contracted storage services will begin.
7. The awarded Contractor cannot charge for transition services. Agency storage costs will be calculated by the volume of transitioned records in accordance with the Contract pricing and services will begin as identified in H.6 above. Agencies will issue purchase orders once the transition services are complete and storage service costs are determined.

I. MEDIA STORAGE, ACCESSIBILITY, AND SCHEDULING REQUIREMENTS: The Commonwealth of Pennsylvania has recognized the importance of maintaining off-site storage capabilities to protect valuable data required for disaster recovery support and historical purposes. The Governor's Office of Administration, Office for Information Technology (OA/OIT) has developed an Information Technology Policy (ITP) for Off-site Storage for Commonwealth Agencies ([ITP-SYM003](#)), which establishes policy for the implementation of a Commonwealth Enterprise Continuity of Government Plan that ensures the storage of vital records in off-site facilities in the event of an emergency. Please refer to the OA/OIT website for the most current version of this policy.

J. STORAGE REQUIREMENTS:

1. Both case storage and filed media storage must be provided. Filed media must be stored separately by account.
2. Contractor must have the capability of storing magnetic media in cases and/or individually filed on tape racks.
3. The Commonwealth's media must be stored separately from other client's media.
4. Contractor must store Commonwealth media by volume-serial order, alphabetically, numerically, alphanumerical, or chronologically by date based on Agency specific requirements.
5. Contractor must be able to store paper, compact discs, and digital versatile discs by volume-serial order, chronologically by date or other approved mechanism.
6. Contractor must be able to provide lockable containers.
7. If using agencies own their containers, the Contractor must use the agencies' containers.

K. ACCESSIBILITY REQUIREMENTS:

1. The media, paper, compact discs, and digital versatile discs must be able to be recalled within four (4) hours, during normal business hours for using agencies located within a fifteen (15) mile radius of the Commonwealth Capitol, as requested by authorized personnel.
2. The Contractor must have a secure system in place that would allow using agency personnel to access their media, paper, compact discs, and digital versatile discs. The Contractor must have controls to verify that the person requesting access to media, paper, compact discs, and digital versatile discs is authorized.
3. The Contractor must have media, paper, compact discs, and digital versatile discs accessible during normal business hours. The Commonwealth's normal business hours are 8:00 a.m. – 5:00 p.m. e.s.t., Monday through Friday.
4. A regularly scheduled daily pickup and delivery of media, paper, compact discs, and digital versatile discs between the service provider's facility(s) and using agency site(s) is required, including Saturday and Sunday. Holiday scheduling will be mutually agreed upon by Contractor and using agencies; if the agreed upon date is a Commonwealth workday, the change will be considered a regularly scheduled day.
5. All Commonwealth data must be kept private and confidential.
6. Using agency employees must be allowed, if they request, to conduct an audit of their agency's media, paper, compact discs, and digital versatile discs at the storage facility.
7. Contractor must restrict access to other clients' media during site visits.

L. TRANSPORTATION/SHIPPING REQUIREMENTS:

1. Contractor must provide containers for transporting media, paper, compact discs, and digital versatile discs, if needed. Lockable containers may be a requirement for some using agencies.
2. All media, paper, compact discs, and digital versatile discs must be secured inside the containers to prevent damage during shipping.
3. Vehicles transporting media must be unloaded promptly upon reaching the storage facility.

M. DISASTER RECOVERY REQUIREMENTS: Contractor must be able to manage non-magnetic media, such as but not limited to, manuals, card stock, paper documents, microfiche, CD-ROM, compact discs, digital versatile discs, optical disk, etc., which are needed as part of the Commonwealth's disaster recovery plans. See also Certification of Eligibility Requirements (**Attachment B**) for additional Disaster Recovery requirements.

N. VEHICLE REQUIREMENTS:

1. Contractor's vehicle(s) must have handheld fire extinguishers and air conditioning.
2. Contractor must have vehicle(s) not committed to regular routes available for emergency deliveries.
3. Contractor must have a security system in place for the vehicles and its contents during pickup, transport, and delivery.

O. ACCOUNTABILITY REQUIREMENTS:

1. The Contractor must have and exercise a corporate policy to screen employees for drugs and substance abuse annually. If no corporate policy is in place, the Contractor must screen employees initially and annually prior to the renewal date of the contract.
2. The Contractor must conduct internal audits of the Commonwealth's media, paper, compact discs, and digital versatile discs. while it is at the Contractor' facility.
3. Contractor must have a system in place to provide an audit trail of activities associated with media, paper, compact discs, and digital versatile discs. movement.
4. Contractor must have an inventory system to verify pickup and delivery of all stored records
5. Contractor must track media, paper, compact discs, and digital versatile discs. during pickup, delivery, transit, and storage.
6. Contractor must track media, paper, compact discs, and digital versatile discs. that is removed from containers.
7. Contractor must track media, paper, compact discs, and digital versatile discs. that remains in containers, if requested.

P. VERIFICATION REQUIREMENTS:

1. Contractor must require using agency employees who visit the storage facility to show identification and sign in.
2. Contractor must inspect contents of containers upon pickup.
3. The Contractor's drivers must verify the number of cases he/she picks up from the site.

Q. TURNOVER REQUIREMENTS:

1. When the contract term ends the Contractor will be required to perform turnover services.
2. Turnover services include, but not limited to: An audit of all media, paper, compact discs, and digital versatile discs in storage at the Contractor's facility at the time of transition; Creation of a report of media, paper, compact discs, and digital versatile discs in storage (by agency) for each using agency and DGS; Participation in the transition of media, paper, compact discs, and digital versatile discs to the new Contractor; Development of a report of current accounts, transition of account data, turnover/transition meetings, etc.
3. The Contractor will be paid for storage fees up through the date of transfer of records, as shown by the Chain of Custody record, in accordance with contract pricing. There will be no additional payment for turnover services.

- R. NOTICE OF DELAYS:** Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this contract (including actual or potential labor disputes, traffic conditions, weather), the Contractor shall immediately give notice in writing to the Contracting Officer stating all relevant information with respect to delay. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

S. REPORTS AND PROJECT CONTROL: The Contractor is required to provide DGS upon request a report containing the following information:

1. List of Commonwealth accounts
2. Using Agency name/account name
3. Contact person (Also indicate any additions or deletions of agency contact personnel)
4. Contact phone number
5. Purchase Order Number
6. Frequency of Service: Daily, Weekly, Monthly, and mailed directly to Contractor
7. Quantity of and types of records in storage.
8. Monthly spend for each using agency/account

T. SUPPLIER LIABILITY FOR LOST OR DAMAGED COPA MATERIALS:

1. DGS declares that, for this Contract, the value of Commonwealth materials in the possession of the Contractor is the replacement cost of the media, paper, compact discs, digital versatile discs, etc.
2. Replacement cost is defined as the number of staff hours to reproduce and/or reconstruct data on the media, times fifty dollars, plus the cost of the media (staff hours x \$50 + cost of media). The maximum number of staff hours is fifty (50) hours.
3. The supplier shall be liable for the loss or destruction of, or damages to Commonwealth materials in its possession. The Contractor's liability for each lost, destroyed, or damaged media, paper documents, compact discs, digital versatile discs, etc. shall be the replacement cost (as defined above), in an amount not to exceed \$3,000.00 per item up to a maximum aggregate of one hundred thousand dollars (\$100,000.00) per incident, or \$250,000 for the life of the contract.

U. SAFEGARDING FEDERAL TAX INFORMATION: IRS Publication 1075 Exhibit 7 (Pub 1075), is hereby incorporated into this Contract and all requirements are applicable regarding the handling of Federal Tax Information (FTI) on behalf of the Commonwealth of Pennsylvania. Please see **Attachment C** to view Pub 1075 language and the specific requirements.

V. CONFIDENTIAL INFORMATION: The media, paper documents, compact discs, digital versatile discs, and all other items stored by the Contractor through this Contract is considered confidential information and cannot be shared. See Section V.45 CONTRACT-037.1a Confidentiality of the Terms and Conditions.

W. COMMONWEALTH DESIGNATED HOLIDAYS: Commonwealth Offices are closed for State designated holidays during the calendar year; services are not required on the actual days observed. If scheduled services would fall on a Holiday, the Contractor shall pick up and/or deliver on the next business day. There are exceptions to this policy, those instances will be specific, and notification will be received from the requesting agency. Known holiday requirements are identified in the agency specific service requirements.

State designated Holidays include, but are not limited to, New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Specific Holiday dates are identified in

accordance with the Commonwealth's Directives Management System and are issued via an Administrative Circular. This information is published annually on the Office of Administration's website at the URL provided below. The awarded Contractor will be required to check the website for the most current published Holiday dates. <https://www.oa.pa.gov/Policies/ac/Pages/default.aspx>

X. DEFINITIONS:

1. Demand Delivery: Any media, paper, compact discs, and digital versatile discs. which are recalled from the Contractor's storage facility by an account holder during normal business hours.
2. Pick-up and Delivery Roundtrip Service: All pick-up and delivery services include the initial pick-up service from the using agency and the return service from the Contractor's facility when return is requested.
3. Demand Delivery: Media, paper, compact discs, and digital versatile discs. that are en route with the Contractor to their facility and the using agency has requested the media be returned. The Contractor shall identify on the Cost Sheet (Attachment A), if they so wish, a separate price for this type of delivery.

Y. POST AWARD ADMINISTRATION: The awarded Contractor's performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. At a minimum, the awarded Contractor's performance shall be evaluated on an annual basis. Contractor may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing Contractor performance reviews, discussion of issues either party may have concerning the Contract or to evaluate the overall progress of the Contract. The meetings will be held quarterly, semi-annually, or annually at the discretion of the Department of General Services, or upon special request of the using agency.

Z. IRAN FREE PROCUREMENT CERTIFICATION & DISCLOSURE (Attachment D): Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

AA. WORKER PROTECTION AND INVESTMENT CERTIFICATION (Attachment E). Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal, or quote.

BB. INQUIRIES: This Contract is administered by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. All inquiries should be referred to the Contracting Officer identified within the solicitation and contract documents.