

**City of Bellevue  
Request for Proposal  
Legal Notice**

Notice is hereby given that the City of Bellevue has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at [www.bellevuewa.gov](http://www.bellevuewa.gov) under "Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs".

**RFP #:** 12277

**RFP Title:** Professional Records Storage and Destruction Services

**RFP Due Date and Time:** December 21, 2012 at 4:00 PM

**Brief Scope of Services:**

The City of Bellevue seeks to enter into an agreement for the storage of records and related services (Part A), secured destruction of confidential records and information(Part B), and storage and handling of IT Data / backup tapes and associated media (Part C).

Contractor agrees to comply with the provisions of Title VI.

Dated this 5th day of December, 2012.

Published:           Seattle Times: December 5th

## REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Bellevue, Washington for:

**RFP # 12277**

### **Professional Records Storage and Destruction Services**

by filing with Contracting Services office of the Finance Department, Service First Desk, 450 110th Ave. NE, First Floor, Bellevue, Washington, 98004 until:

Date: **12/21/2012**

Time: **4:00 PM**

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the Contracting Services office located at the above address or by calling (425) 452-7876. The RFP is also available on the City's website at [www.bellevuewa.gov](http://www.bellevuewa.gov), under "Departments", "Finance", "Bid Information" then "Current Bid Opportunities, RFPs and RFQs".

The City of Bellevue reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Bellevue equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or disability.

It is the City of Bellevue's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Dated this 5th day of December, 2012.

Jamie Robinson  
Contracting Services Supervisor



## City of Bellevue Request for Proposals

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### **RFP INTRODUCTION:**

**RFP Number:** 12277

**RFP Title:**

Professional Records Storage and Destruction Services

**Date Issued:** December 05, 2012

**Contact Person:** Kyle Stannert

**Email Address:** kstannert@bellevuewa.gov

**Backup Contact Person:** Danelle Court

**Backup Email:** dcourt@bellevuewa.gov

**Proposals Due:** December 21, 2012 @ 4:00 PM

### **SUBMIT PROPOSALS TO:**

**Physical Address:** City of Bellevue  
Service First Desk  
Attn: Contracting Services  
450 110th Ave NE  
Bellevue, WA 98004

**Mailing Address:** City of Bellevue  
Service First Desk  
Attn: Contracting Services  
PO Box 90012  
Bellevue, WA 98009-9012

**Email:** [procurement@bellevuewa.gov](mailto:procurement@bellevuewa.gov)

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## **Section 1 - General Information**

**NOTICE:** Notice is hereby given that proposals will be received by the City of Bellevue, Washington, for **RFP # 12277 - Professional Records Storage and Destruction Services** by filing with the City at the above location.

### **BACKGROUND INFORMATION:**

The City of Bellevue seeks to enter into an agreement for the storage of records and related services (Part A), secured destruction of confidential records and information (Part B), and storage and handling of IT Data / backup tapes and associated media (Part C). The proposing party may submit a proposal for one, two or all three of the services described in this RFP. The City reserves the right to not award a contract, or to award portions of this contract to more than one vendor as a result of this solicitation.

The initial contract period is expected to be four years, with an option to extend for three additional one-year periods.

### **BRIEF SCOPE OF SERVICES (Additional Detail listed in Attachment "A"):**

The City of Bellevue seeks to enter into an agreement for the storage of records and related services (Part A), secured destruction of confidential records and information (Part B), and storage and handling of IT Data / backup tapes and associated media (Part C).

**DURATION OF SERVICES:**

The term of the awarded Contract will be for 4 years .

Prior to the expiration of the term of the awarded Contract, or any renewals or extensions thereof, the City may, in its sole discretion, renew the Contract for 3 periods of 1 year each , with the same terms and conditions.

**RFP SCHEDULE:***(These dates are estimates and subject to change by the City)*

<b>Event</b>	<b>Date</b>
RFP Release:	December 05, 2012
Vendor Questions Due:	December 10, 2012 by 5:00 PM
Responses to Vendor Questions:	December 12, 2012
Proposal Responses Due:	December 21, 2012 by 4:00 PM
Announce Short-Listed Firms	January 07, 2013
Formal Presentations/Interviews:	January 16, 2013
Announce Apparently Successful Firm	January 23, 2013
New Contract in Place:	February 2013

**QUALIFICATIONS:** The Vendor is required to have the following qualifications:

- Experience working within the requested service areas.
- Ability to successfully complete the scope of services on time and on budget.
- Demonstrated customer service focus.
- Customer references that speak to the qualifications listed above.

**SUBMITTAL REQUIREMENTS:** Responses to this RFP must include the following:

- A cover letter/statement of interest indicating the Vendor's interest in offering these services.
- Response to scope of work, detailing any key points, services or issues related to requested scope.
- Completion of Supplemental Submittal Requirements. (Form 1)
- A minimum of three (3) references relating to the services being requested with full name, title, address, phone & email addresses or fax numbers. (Form 2)
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form
- A completed and signed Proposer's Qualification Certificate
- A completed and signed Non-Collusion Certificate.
- A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

**REQUIRED NUMBER OF PROPOSALS:** three completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures by authorized personnel, on all documents that require an authorized signature.

**EVALUATION PROCEDURES:** Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

**EVALUATION CRITERIA:** Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:

- Responsiveness/Completeness of Proposal (i.e., were all the forms completed and everything included that was required by the RFP. Proposals must be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP.)

- Experience/Qualifications (i.e., experience working within the requested service areas; experience working with municipalities; ability to successfully complete the scope of services on time and on budget; ability to successfully work with City staff; references)
- Scope of Services (i.e., did the proposal show an understanding of what it will take to successfully achieve the goals and objectives of the requested services; did the proposal offer any revisions and/or modifications to the draft Scope of Services that would better serve the City)
- Budget (i.e., does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value)

**QUESTIONS:** Questions regarding this project may be directed to the RFP coordinator via e-mail at [kstannert@bellevuewa.gov](mailto:kstannert@bellevuewa.gov). Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

Any questions will be answered in writing and posted on the City's website at [www.bellevuewa.gov](http://www.bellevuewa.gov) under "Find", "Bids, RFPs and RFQs", then "Current Bid Opportunities, RFPs and RFQs". It is the responsibility of individual firms to check the website for any amendments or Q & A's to this RFP.

## **CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:**

### **Definitions:**

- Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.
- Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.
- Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

**Conduct of Participants:** After the issuance of any *solicitation*, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from *lobbying* any City employee, official or representative at any time during the *blackout period*.

**Sanctions:** The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

**REJECTION OF PROPOSALS:** The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

**RFP ADDENDA:** The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

In the event that it becomes necessary to revise any part of this RFP, the City will issue the addenda on the City's website ([www.bellevuewa.gov](http://www.bellevuewa.gov)) under "Find", "Bids, RFPs and RFQs", then "Current Bid Opportunities, RFPs and RFQs". It is the Vendor's responsibility to confirm as to whether any addenda have been issued.

**PROPOSAL MODIFICATION & CLARIFICATIONS:** The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

**EXCEPTIONS:** If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the

Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

**PROPOSAL VALIDITY PERIOD:** Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 45 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

**RESPONSE FORMAT:** Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

**COMPLETENESS OF PROPOSAL:** The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

**PROPOSAL RESPONSE DATE AND LOCATION:** Proposals must be submitted no later than 4:00 PM on December 21, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

**PROPOSAL SIGNATURES:**

- An authorized representative must sign proposals, with the Vendor's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

**CONTRACT NEGOTIATION:** The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

**CONTRACT AWARD:** The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

A sample City contract is provided on the City's website at [www.bellevuewa.gov](http://www.bellevuewa.gov). To view a PDF version of the sample contract document click on "Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs." It is expected that the Vendor will review this contract prior to submitting a proposal. The City typically does not accept changes to the Professional Services Contract terms and conditions. Should the Vendor wish to propose changes to the Contract terms and conditions, the desired changes must be

identified in the Vendor's proposal. The City is under no obligation to accept such proposed changes, and may reject a Vendor's proposal based on proposed changes unacceptable to the City.

The general conditions and specification of the RFP and the successful Vendor's response, as amended by Contract between the City and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Vendor representations that appear in the proposal. Failure of a Vendor to perform services as represented may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

The City further reserves the right, at its sole option, to award more than one contract or split a contract among multiple Vendors, or use a contract different from the sample City contract.

**INVASIVE SPECIES MANAGEMENT:** If this project includes work done around streams, streambanks, or wetlands, the following protocols will apply:

New Zealand mudsnails (*Potamopyrgus antipodarum*) have been detected in streams within the City of Bellevue. To prevent the spread of this invasive species in accordance with RCW 77.15.253, 77.15.290, and 77.15.250, all stream projects shall meet the following requirements:

- Contractors shall ensure that all equipment is clean and decontaminated of any potential invasive species prior and after working in Bellevue streams. Equipment with mud or debris shall not be allowed to be deployed.
- Workers shall follow the procedures in the Washington Department of Fisheries DRAFT 'Agency Field Gear Decontamination Protocol', dated June 24, 2011 (or the latest version of this document) located at the following pathway: <http://www.bellevuewa.gov> then go to "Find", "Bids, RFP's and RFO's". The procedures are listed in "Invasive Species Management Protocols" under "Procurement Documents".
- All equipment shall be quarantined in an area where mud, debris, or water cannot be tracked into other streams or storm drainage catch basins.
- All equipment shall be brushed or sprayed on-site so no invasive species can be dislodged during transport prior to full decontamination. The on-site cleaning shall occur in a way that mud, debris, or water cannot be tracked into other streams or storm drainage catch basins. All equipment shall be decontaminated at a site that drains to wastewater (such as a commercial car wash) prior to use in other stream projects.

Additional information regarding New Zealand mudsnails can be found at the Washington Department of Fish and Wildlife website at <http://wdfw.wa.gov/ais/>.

**END OF SECTION 1 - GENERAL INFORMATION**

## **Section 2 TERMS & CONDITIONS**

**EQUAL OPPORTUNITY EMPLOYMENT:** The successful Vendor or Vendors must comply with the City of Bellevue equal opportunity requirements. The City of Bellevue is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

**TITLE VI:** It is the City of Bellevue's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

**INSURANCE REQUIREMENTS:** The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B." Please review insurance requirements prior to submitting a Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception. Standard requirements may be negotiated if it is in the best interest of the City.

**INDEMNIFICATION:** The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

**BUSINESS REGISTRATION AND TAXATION:** The Vendor or Vendors awarded the contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in the Bellevue City Code. Questions about the City's Business and Occupation (B&O) tax should be directed to the City's Tax office at 425-452-6851.

**NON-ENDORSEMENT:** As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**NON-COLLUSION:** Submittal and signature of a Proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

**CONFIDENTIALITY OF INFORMATION:** All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

**PUBLIC RECORDS:** Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes

no contractual obligation to enforce any exemption.

**COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Bellevue may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Bellevue to other agencies for the same cost, terms and conditions.

The City of Bellevue does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Bellevue accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

**END OF SECTION 2 - TERMS AND CONDITIONS**

# ATTACHMENT "A" SCOPE OF WORK

## **Part A – Offsite Storage**

### Storage and General Services

The City of Bellevue currently maintains approximately 12,000 boxes of standard size records boxes (10" x 12" x 15") and 1,600 boxes of plan size boxes (8" x 8" x 40") stored with an offsite storage vendor. Records are requested by the City at the box and file level on a routine (daily) basis in order to provide access to staff and citizens. All requests for file and box retrievals, and all related services, are coordinated by the City Clerk's Records Management Division staff.

### Accession and Retrievals

City of Bellevue Records are managed according to the City's Records Retention Schedule to ensure proper life-cycle management of information. Once records become inactive, they are sent to off-site storage for the remainder of their retention period. As an inactive record, the City's expectation is that records are available within a 24-hour period from the time a request is submitted to the offsite vendor. In the event of an emergency or other special circumstances, priority delivery may be required by the City.

The City sends a range of 400 - 600 new boxes to offsite storage per year.

Requests for records to be delivered are typically entered by 3:30 each business day if there is enough customer demand to place on order. This is evaluated by volume and priority. Over the course of the past year, the City has averaged 17 deliveries of boxes and / or files per month, with a annual high of 21 deliveries in one month and a low of 13 deliveries in one month. In addition, there have been a total of 4 rush deliveries in the past year, requiring delivery response times of 2 - 3 hours.

All deliveries are made to a secured area at City Hall (450 110th Ave NE). Records Management Division staff are responsible for coordinating the requests and delivery of all boxes and files for the City.

### Disposition of Records

When City of Bellevue records reach their approved disposition date, Records Management staff will work with the vendor to arrange for a review of each box that is eligible for disposition and confirm that the contents can be permanently withdrawn from storage. Once approved, the City will either have boxes delivered to Bellevue City Hall or Bellevue location of the Washington State Archives (3000 Landerholm Circle SE) for historical preservation, or authorize the vendor to destroy and recycle contents of the boxes by a mutually agreeable process.

The current and desired disposition process is described below:

1. The City prepares a report identifying records (boxes) eligible for destruction according to the City's Records Retention Schedule.
2. Off-site vendor prepares a Preliminary Disposal Report documenting the boxes identified for destruction and sends it to the City of Bellevue. *If there is a need to review the boxes prior to signing the Preliminary Report a review time is scheduled with off-site vendor.*
3. City of Bellevue Records Management staff reviews Preliminary Disposal Report from the vendor for accuracy (making sure the box numbers are correct, etc.).
4. Any box that should not be destroyed will be identified by City staff on the Preliminary Disposal Report, and returned to the vendor who will make the appropriate changes.
5. Once all boxes have been confirmed, the vendor prepares a corrected (final) Preliminary Disposal Report for City of Bellevue Records Management staff to sign and return.
6. Once the signed Preliminary Disposal Report is received by the off-site vendor, the boxes listed on this report can then be pulled from the off-site vendor's shelves and removed from the vendor's shelf inventory.
7. City of Bellevue requires that the boxes be pulled within 5 working days, storage fees are no longer charged, and the records are to be disposed of within 30 days after vendor receives the signed Preliminary Disposal Report.
8. Once the disposal is completed the off-site vendor sends a Final Disposal Report to the City of Bellevue for their records. The invoice for the month of disposal will include a Certificate of

Destruction.

## Part B – Secured Destruction

### Services

The City of Bellevue is currently contracting out secured destruction services for the shredding of paper and multi-media bins at City facilities. Upon selection of a vendor to provide services, the City anticipates conducting analysis of our current practices with our vendor partner. Any changes to the current arrangements will be mutually agreeable to both parties (City and Vendor).

There are approximately forty (40) 35 gallon storage receptacles available to staff, including 2 multi-media bins for CDs, tapes, and other electronic storage. The current number of bins, including frequency of pickup is listed below. Proposed changes to this information will be welcomed from the successful proposer(s).

# of Bins	Location	Physical Address (all in Bellevue, WA)	Frequency of Pick-up
~40	Bellevue City Hall	450 110th Ave NE	bi-monthly
3	BSC/Utility/Signal	2901 115th Avenue NE	monthly
1	Probation	585 112th Ave. S.E.	monthly
1	Crossroads Community Ctr.	16000 NE 10th Street	monthly

The locations and numbers of bins may change over time for a variety of reasons. Please address costs of adding shredding consoles to the Cost Proposal in your response, and amount of notice time required before putting a new console into service.

The vendor will provide pick up and destruction services according to a documented, mutual agreed upon, schedule. Any deviation from that schedule will be communicated at least one (1) business day in advance by the party requiring a change, with the exception of unforeseen delays due to weather or other regional events.

### Employee Background Checks

The successfully chosen vendor must provide to the City the fingerprints of any employee, agent, or contractor who has or seeks to have access to secured areas of City facilities.

Persons will be denied access to the restricted areas if their background presents an unacceptable risk as shown through criminal history, including non-conviction data.

### Background Checks for Police Work Areas

Any employee, agent or contractor with access to law enforcement restricted access areas will be subject to a state and national fingerprint-based records check, nominal FBI fingerprint fee (currently \$16.50 per employee), will be required to complete a City of Bellevue Police Department Security Clearance, complete an online FBI security awareness on-line training course every two (2) years and FBI CJIS Security Addendum.

The City may consider selecting multiple vendors to provide service for high security areas or our satellite locations.

### Invoices and Reporting

The vendor will provide the City with a monthly invoice covering all services for the current billing period. Invoices and or associated reports must be available at a minimum upon request that can be used for analysis by both the vendor and the City, including information related to:

- Number of pounds of material destroyed per billing period
- Number of pounds of material recycled per billing period

## Part C - Offsite Data Storage

The City is seeking proposals for the offsite storage of data in the form of backup tapes and related media. There are roughly 1,800 tapes currently stored offsite, and approximately 500 handled per month.

Delivery and rotation is coordinated by the City's Network Services Division of the Information Technology Department, located at Bellevue City Hall (450 110th Ave NE).

Services need to include secure offsite storage, transportation to and from City Hall, and handling for tape retrieval and rotation.

The City is also interested in optional services for data backup to disk or cloud storage.

## Supplemental Submittal Requirements Form 1

### PART A - Offsite Storage

Section 1.0 Service Offerings		
1.1	In addition to requested services as defined in the Scope of Services, what services does your organization provide (RFID, Scan on Demand, etc)?	Attach details referencing this section.
1.2	Please identify any subcontracted services.	Attach details referencing this section.
1.3	Describe your quality assurance processes (ex: retrieval, re-files, and boxes pulled for permanent withdrawal / destruction).	Attach details referencing this section.

Section 2.0 – OFF-SITE STORAGE SPECIFICATION			
2.0	At what physical location(s) will City records be stored? Identify if each facility is leased or owned by your company	List street address below:	
Facility 1		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased
Facility 2		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased
Facility 3		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased
Facility 4		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased
Please provide additional locations in an attachment if applicable.			
2.1	Are any of the facilities located within a 500-year (or fewer years) flood plain?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, attach details referencing this section.			
2.2	When was the last time your business continuity/disaster recovery plan tested (year)?		
2.3	All facilities should meet the standards outlined in the Federal Code of Regulations, 36 CFR 1234 Part B <a href="http://www.archives.gov/about/regulations/part-1234.html#partb">http://www.archives.gov/about/regulations/part-1234.html#partb</a> Discrepancies and deficiencies must be noted in an attached vendor response.		
2.4	Can any of your facilities support City staff working onsite for special projects such as open-shelf filing, indexing, and other special projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.5	Are records tracked within a system (including audit trail) at all times from original request to retrieval?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If “no” please attach an explanation of how records chain of custody is tracked.			

2.6	Do all phone or Web orders require a name and matching pass code prior to entry?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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<b>3.0 Technology Support</b>			
3.1	Does the vendor's facility use a barcode system that assigns unique numbers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.2	Can the vendor accommodate customer assigned bar codes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.3	Are the labels supplied by the vendor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>What management software system and version is in use?</i>			
3.4	Are there any plans for future changes or upgrades to the software system used?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>If yes, describe in attached document referencing this section (3.4)</i>			
3.5	Are the following online features available to customers?		
3.5.1	Data entry/edits of descriptive box information?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5.2	Retrieval request (requesting items from storage)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5.3	Refile requests (sending items back to storage)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5.4	Destruction requests?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5.5	Permanent withdrawal requests?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5.6	Auxiliary services requests (e.g., order labels and, boxes or other supplies)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5.7	"Keyword" searches?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.5.8	Full Text Searching of all text based fields?	Attach details referencing this section (3.5.8)	
3.6	What is the character limitation per field?	Attach details referencing this section (3.6)	

3.7	How many client-defined fields are available?		
3.8	What is the character limitation per client-defined fields?		
3.9	Is online help available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>4.0 Invoicing and Billing</b>			
4.1	Are invoices available online?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2	Are work orders/service requests/job order summaries available online?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.3	Are all individual line items summarized with cross references to work order/job number on the invoice?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5	Attach examples of a sample invoice	Attach details referencing this section	

<b>Section 5 Termination</b>				
		<b>Yes</b>	<b>Cost (if yes)</b>	<b>NO</b>
5.1	Is there a permanent removal fee associated with an account closing?			
5.2	If yes, indicate charge and associated unit (item, c.f., etc).			
5.3	If yes, is the charge greater than the standard retrieval fee?			
5.7	If the contract is terminated, will you provide transportation services to the new vendor at no charge?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.8	Are there any other termination-related costs?	Attach details referencing this section.		
5.9	Is there a maximum number of items per week that can be retrieved for termination?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<i>If yes, what is the rate per week?</i>				

**PART B - Secured Destruction**

<b>Section 6 Secured Destruction / Shredding Services</b>			
6.1	Can your company provide service to all of the locations listed in the Background section of this RFP (Section 1.03)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.2	Does your company provide onsite destruction of records?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.3	Does your company offer destruction of records where they are transported to an offsite facility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.4	If yes, where is the shredding facility located?		
6.5	If a new console is required in an existing facility (listed in Scope of Work) what is the required notification period before the console can be delivered?		
6.6	If a new console is required in a new facility ( <u>not</u> listed in Scope of Work) what is the required notification period before the console can be delivered?		
6.7	Attach examples of a sample invoice	Attach details referencing this section (6.7)	
6.8	The City will consider a number of shred console sizes and styles. Please attach a brochure or photos showing the various console options your company offers.	Attach details referencing this section (6.8)	

**ATTACHMENT "B"**  
**INSURANCE REQUIREMENTS**

**RFP #: 12277**

**RFP Title: Professional Records Storage and Destruction Services**

The Vendor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following unless otherwise approved by the City.

**A. Minimum Insurance:**

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/  
\$2,000,000 annual aggregate.
- Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

**B. Additional Insurance:**

- Employee Dishonesty coverage endorsed for third party fidelity coverage for the City or endorsed to cover Client Property with limits not less than \$100,000 per occurrence and as an annual aggregate.
- Network Security and Privacy Liability coverage with limits not less than \$1,000,000 per occurrence and as an annual aggregate, which names the City, its officials, employees and volunteers as additional insureds. Said coverage shall be primary and non-contributory.

**C. Self-Insured Retentions:**

Self-insured retentions must be declared to and approved by the City.

**D. Other Provisions:**

1. Commercial General Liability policies must be endorsed to:
  - a. Include the City, its officials, employees and volunteers as additional insured,
  - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
2. Contractor or it's Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

**E. Acceptability of Insurers:**

Insurance shall be placed with insurers with a rating acceptable to the City.

**F. Verification of Coverage:**

Vendor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. Subcontractors:**

Vendor shall require subcontractors to provide coverage which complies with the requirements stated herein.

# RFP PROPOSAL FORM

RFP # 12277

## Professional Records Storage and Destruction Services

To: City of Bellevue

From: \_\_\_\_\_ Company Name

\_\_\_\_\_ Company Address

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Phone, Email & Fax Number

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### Submittal Requirements Checklist:

- A cover letter/statement of interest indicating the Vendor's interest in offering these services.
- Response to scope of work, detailing any key points, services or issues related to requested scope.
- Completion of Supplemental Submittal Requirements. (Form 1)
- A minimum of three (3) references relating to the services being requested with full name, title, address, phone & email addresses or fax numbers. (Form 2)
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form
- A completed and signed Proposer's Qualification Certificate
- A completed and signed Non-Collusion Certificate.
- A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

### Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

The signature below represents review and acknowledgement of the City's Insurance Requirements as listed in Attachment "B". Our submittal includes the following verification (please check one):

- Evidence of Insurance Certificate verifying amounts of coverage.
- A written statement indicating the company currently has the required coverages or is willing to obtain (at company's own cost) the required coverages if awarded a contract.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

**Cost Proposal Form  
RFP 12277**

**PART A – Offsite Storage of Records**

<b>Activity</b>	<b>Proposed Cost</b>	<b>Per Unit (ex. Per box / Item / Trip)</b>	<b>Comments</b>
<b>New Items</b>	-	-	
New Accessions for Storage			
New Files (Interfile)			
<b>Annual Storage</b>	-	-	
Letter / Legal (10" x 12" x 15")			
Letter Bankers Box (10" x 12" x 24")			
Legal Bankers Box (10" x 15" x 24")			
Plans / Drawings (8" x 8" x 40")			
<b>Retrieval</b>	-	-	
File Retrieval - Next Day Delivery			
File Retrieval - Half Day Delivery			
File Retrieval - Priority Delivery			
File Retrieval - Emergency Delivery			
File Re-file			
Box Retrieval - Next Day Delivery			
Box Retrieval - Half Day Delivery			
Box Retrieval - Priority Delivery			
Box Retrieval - Emergency Delivery			
Box Re-file			
<b>Delivery &amp; Transportation</b>	-	-	
Next Day			
Half Day			
Priority			
Emergency / After Hours / Holiday			
Fuel Surcharge			

Activity	Proposed Cost	Per Unit (ex. Per box / Item / Trip)	Comments
<b>Withdrawal &amp; Destruction</b>	-	-	
Permanent Removal - File			
Permanent Removal - Box			
Destruction/Shredding (0 - 50 boxes per request)			
Destruction/Shredding (51 - 100 boxes per request)			
Destruction/Shredding (101 - 200 boxes per request)			
Destruction/Shredding (201+ boxes per request)			
<b>Administration Costs</b>			
<b>System Data Entry</b>			
<b>Online System Administration Costs</b>			
<b>Miscellaneous Services</b>			
<b>Purchase of new storage boxes</b>	-	-	
Letter / Legal (10" x 12" x 15")			
Plans / Drawings (8" x 8" x 40")			
Other (list all standard costs)			

## PART B – Secure Destruction / Shredding Services

	City Hall		Other Location(s) within Bellevue City Limits (1 - 5 bins)	
	Destroy at City Site	Destroy Offsite	Destroy at Location	Destroy Offsite
<b>Per Visit Fee (Select at least 1)</b>	-	-	-	-
Per Bin (tip)				
Per Minute				
Flat Fee				
Other Unit of Measure (Please Describe):				
<b>Fuel Surcharge</b>				

<b>Destruction of electronic records media bins (CDs, tapes, etc.)</b>			-	-
<b>Minimum Fee Per Trip (if applicable)</b>				
<b>Additional / Overflow</b>	-	-	-	-
Per Box (1.2 c.f.)				
Per Bag (Provided by Vendor)				
Per Bin				
Per Minute				
Flat Fee				
<b>Other Fees (Please Describe):</b>				

## PART C – Offsite Data Storage

<b>Activity</b>	<b>Proposed Cost</b>	<b>Per Unit (ex. Per box / Item / Trip)</b>	<b>Comments</b>
<b>Storage - Monthly storage fees</b>			
<b>Handling</b>			
<b>Transportation</b>	-	-	
Transportation Cost			
Fuel Surcharge			
<b>Administrative Fees</b>			
<b>Other</b> (list other applicable fees)			



11. List below your companies qualifications related to the services described in the Qualifications section of this RFP (if you need additional room, please attach a separate document titled "Qualifications"):

12. Select one of the following:

- Proposer has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: or
- Proposer is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW:

13. Select one of the following:

- Proposer's Washington Employment Security Department registration number is: \_\_\_\_\_
- Proposer is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

14. Select one of the following:

- Proposer's Washington State Department of Revenue registration number is : \_\_\_\_\_; or
- Proposer is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW:

I am the \_\_\_\_\_ (title of Proposer), have authority to bind this company, am over the age of 18 and have personal knowledge of the facts set forth above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012 at

\_\_\_\_\_ (City), Washington.

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

**VENDOR SIGNATURE**

**All Proposers Must Complete and Sign In The Space Provided Above And Submit This Form.**

# Client References

## Form 2

### Client Reference #1

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the City's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities:  <input type="checkbox"/> No

### Client Reference #2

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services	

Provided	
Services Provided Similar to the City's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities:  <input type="checkbox"/> No

**Client Reference #3**

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the City's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities:  <input type="checkbox"/> No



## **EQUAL OPPORTUNITY REQUIREMENTS & AFFIDAVIT OF TITLE VI COMPLIANCE**

### **Equal Opportunity Requirements Section:**

#### **General Instructions:**

**Applications:** The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.143 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.

**Affidavit:** Before being considered for a contract of the magnitude listed above, all Vendors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

**Compliance:** The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

**Noncompliance:** A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

**City contact:** The City's Compliance Office is the Procurement Services Division, and specific questions pertaining to this section may be directed to the Procurement Services Division at (425) 452-7876.

#### **Bellevue City Code Excerpt:**

Section 4.28.143 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Vendor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Vendor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women Vendors shall be notified in writing of any bids advertised for subcontract work.
3. Vendor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Vendor shall actively consider for promotion and advancement available minorities and women.
5. Vendor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Vendor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Vendor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Division shall serve as the compliance office for the City and is authorized to develop and issue procedures for the administration of this section."

#### **Interpretations:**

In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:

**Requirement 1.** When a Vendor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

**Requirement 2.** When a Vendor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women Vendors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a Vendor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a Vendor promotes or advances employees, the Vendor must consider all eligible employees.

The City of Bellevue reserves the right to audit all Vendors for compliance with the requirements set forth in BCC 4.28.143.

### **Affidavit of Title VI Compliance Section:**

#### **Assurances for Contractors, Subcontractors, Consultants, Suppliers and Manufacturers.**

- **Compliance with Regulations:** The Vendor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Vendor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Vendor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Vendor of the Vendor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Vendor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Vendor's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Vendor under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Vendor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Vendor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Vendor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.