



**ALAMEDA COUNTY  
AUDITOR-CONTROLLER AGENCY  
MELISSA WILK**

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April 3, 2020

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO THE CONTRACT WITH DATASAFE, INC. FOR MICROFILM RETENTION SERVICES; MASTER CONTRACT NO. 901511; PROCUREMENT CONTRACT NO. 14743

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 1 (Master Contract No. 901511; Procurement No. 14743) with DataSafe, Inc. (Principal: Thomas Reis; Location: Newark) to provide additional microfilm retention services to the Alameda County Clerk-Recorder's Office, extending the current term of 7/1/17 – 6/30/20 by two years until 06/30/22, with no changes to the contract amount of \$75,000.

DISCUSSION/SUMMARY:

On April 25, 2017, your Board approved (Item No. 11) a three-year contract with DataSafe, Inc. to provide microfilm retention services. The contract allows for an extension of two additional years by mutual agreement.

The Clerk-Recorder's Office (CRO) is responsible for processing, preserving, and protecting official public records. DataSafe, Inc. has provided satisfactory service to the County and CRO with regards to the microfilm retention services. The CRO stores copies of official records on microfilm in two locations, one which is outside the Alameda County fault zones. The contract with DataSafe, Inc. provides the CRO with one of the locations for storage of over 11,500 units of microfilm in varying sizes stored in over 400 cubic feet of storage space.

SELECTION CRITERIA/PROCESS:

*The CRO has determined that Alameda County does not currently have the resources to provide microfilm retention services in a secure location outside of the County's fault zones.*

*The CRO worked with the General Services Agency (GSA)–Procurement to develop a Request for Proposal (RFP) that was issued on November 28, 2016 and resulted in two responses. DataSafe, Inc. was the highest scoring bidder, met all of the requirements of the RFP, received favorable references, and is a certified Small Local Emerging Business (Certified Small: 11-00159; Expiration: 8/31/2021).*

FINANCING:

Appropriations for this contract amendment are included in the CRO's Fiscal Year 2019-2020 Approved Budget and 2020-2021 MOE Budget, and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost.

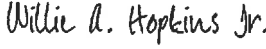
VISION 2026 GOAL:

This microfilm retention services contract meets the 10X goal pathway of **Accessible Infrastructure** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Respectfully submitted,



Melissa Wilk  
Auditor-Controller

DocuSigned by:  
  
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Willie A. Hopkins, Jr.  
Director, General Services Agency

Attachment

WHA\AF\ar\I:\Board Letters\Purchasing\FY 2019-20\901511 BL\_1st Amend Microfilm Retention.docx

cc: County Administrator  
County Counsel

CONTRACT SUMMARY  
 MICROFILM RETENTION SERVICES  
 Master Contract No. 901511  
 July 1, 2017 – June 30, 2022

Vendor	Location	Dollar Value of Contract Award	Local Participation		Small and Local Participation	
			Percentage	Dollar Amount	Percentage	Dollar Amount
<i>DataSafe, Inc. Principal: Thomas Reis Certified Small: 11-00159 Expiration: 8/31/2021</i>	<i>37580 Filbert Street Newark, CA 94560</i>	<i>\$75,000</i>	<i>100%</i>	<i>\$75,000</i>	<i>100%</i>	<i>\$75,000</i>

**FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT**

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and DataSafe, Inc., (“Contractor”) with respect to that certain agreement entered by them on May 1, 2017 (referred to herein as the “Agreement”) pursuant to which Contractor provides microfilm retention services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on June 30, 2020. As of the Effective Date, the term of the Agreement is extended through June 30, 2022.
3. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
4. Attached here to Exhibit C, is a current Debarment and Suspension Certificate executed by Contractor.
5. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

DATASAFE, INC.

DocuSigned by:  
*Detra Dillon*  
By: DE9C0472C941490...  
Signature

DocuSigned by:  
*SR*  
By: 0E041C7343C6424...  
Signature

Name: Detra Dillon  
(Printed)

Name: Scott Reis  
(Printed)

Title: Procurement Administrator

Title: Director of sales

Date: 5/20/2020

Date: 4/21/2020

By signing above, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Amendment.

**REVISED EXHIBIT B**  
**PAYMENT TERMS**

Except as expressly modified by this Revised Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.

ITEM	Description	UOM	Year 4 Cost per UOM	Year 5 Cost per UOM
1	Vault Storage	CUF	\$ 3.00	\$ 3.00
2	Receiving and Entering - Carton	EA	\$ 1.00	\$ 1.00
3	Regular Retrieval - Carton	EA	\$ 1.50	\$ 1.50
4	Regular Retrieval - Item from Carton	EA	\$ 1.50	\$ 1.50
5	Regular Refile - Carton	EA	\$ 1.50	\$ 1.50
6	Regular Refile - Item to Carton	EA	\$ 1.50	\$ 1.50
7	Archival Destruction - Vault Storage Carton	EA	\$ 3.50	\$ 3.50
8	Archival Destruction - Item from Vault Storage Carton	EA	\$ 3.50	\$ 3.50
9	Permanent Withdrawal - Carton	EA	\$ 3.50	\$ 3.50
10	Permanent Withdrawal - Item	EA	\$ 3.50	\$ 3.50
11	Next Day Delivery	EA	\$ 10.00	\$ 10.00
12	Regular Pickup	EA	\$ 10.00	\$ 10.00
13	Handling Charge	EA	\$ 0.00	\$ 0.00
14	Rush Retrieval - Carton	EA	\$ 2.50	\$ 2.50
15	Rush Retrieval - Item from Carton	EA	\$ 2.50	\$ 2.50
16	Regular Interfile	EA	\$ 1.50	\$ 1.50
17	Re-Boxing Charge	EA	\$ 0.00	\$ 0.00
18	Half Day Delivery	EA	\$ 25.00	\$ 25.00
19	Rush Delivery, Business Day	EA	\$ 60.00	\$ 60.00
20	Rush Delivery, Weekends/Holidays/After Hours	EA	\$ 95.00	\$ 95.00
21	Rush Pickup, Business Day	EA	\$ 60.00	\$ 60.00
22	Individual Listing	EA	\$ 1.00	\$ 1.00
23	Labor	HRS	\$ 35.00	\$ 35.00
24	Storage Minimum	MMO	\$ 0.00	\$ 0.00
25	Minimum Service Order Charge	EA	\$ 7.50	\$ 7.50
26	Administrative Fee (Summary Billing)	EA	\$ 0.00	\$ 0.00
27	Administrative Fee (Detailed Billing)	EA	\$ 0.00	\$ 0.00
28	Initial Relocation & Transport of Records	EA	\$ 0.00	\$ 0.00

**EXHIBIT C**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: DATASAFE, INC. \_\_\_\_\_

PRINCIPAL: Scott Reis \_\_\_\_\_ TITLE: Director of Sales \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_ DATE: 4/21/2020 \_\_\_\_\_