



**Contract Number**  
12-677 A12

**SAP Number**

## Purchasing Department

**Department Contract Representative** Ariel Gill  
**Telephone Number** 909 387 2070

**Contractor** Vital Records Control Inc.  
**Contractor Representative** Rob Reis  
**Telephone Number** 650 989 3289  
**Contract Term** 9/15/2012 – 7/1/2030  
**Original Contract Amount** \_\_\_\_\_  
**Amendment Amount** \_\_\_\_\_  
**Total Contract Amount** \_\_\_\_\_  
**Cost Center** \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 12.**

In Amended Contract No. 12-677 between San Bernardino County and Viral Records Control Inc. for the Offsite Record/Data Storage and Retrieval Services;

**Amend Section B. CONTRACTOR RESPONSIBILITIES to include the following:**

- B.7 Transfer a minimum of 500 standard box equivalents (650 cubic feet of inventory) per week to any new contractor employed by the County for document storage services.
- B.8 Prepare and maintain Bills of Lading (BOLs) for all box transfers to any new contractor. Each BOL must be signed by authorized representatives of both VRC and the new contractor. VRC shall send electronic copies of the signed BOLs to the County no later than one week after each transfer.

## **B.9 Optional Destruction of County Deposits.**

- a. COUNTY agrees that VRC shall require notice of COUNTY's intent to destroy any of the Permanent Removal Inventories in advance of the beginning of the transfer of those records. In the event such activities are requested, COUNTY shall provide a report identifying the inventories designated for destruction prior to the beginning of the transfer of those records. All services rendered by VRC in destroying any such designated inventories shall be performed by shredding in accordance with specifications set forth by the National Association of Information Destruction (NAID®). Fees for such destruction services shall be as set forth in the Agreement. The Parties acknowledge and agree that any such destruction services shall be charged for at the same rate demonstrated as "Destruction - Carton" in the attached Attachment A attached hereto. For any such cartons designated for destruction the per carton fee for "Regular Retrieval/Access – Carton (within one (1) business day" shall apply in addition to the per carton fee for "Destruction - Caron", each as set forth in the Attachment A.
- b. The Parties agree that VRC shall have no liability to COUNTY for the destruction of the COUNTY Deposits and COUNTY shall indemnify and hold harmless VRC, and its officers, directors, shareholders, employees and agents fully for any loss, liability, cost of expense, including reasonable attorney's fees that VRC may suffer or incur as a result of claims, demands, costs, or judgements, against it arising out of the destruction of the COUNTY Deposits as authorized by COUNTY.

### **Amend the first paragraph of Section D, to read:**

This contract is effective as of September 15, 2012, and expires on July 1, 2030, but may be terminated earlier in accordance with the provisions of this Contract.

### **Amend Section F. FISCAL PROVISIONS to include the following:**

- F.12 a. Final Settlement Payment.** Notwithstanding the invoicing and payment conditions as set forth in Section F, at the point in time that VRC has 16,770 cubic feet of County Property remaining to permanently remove from its facilities (the "Last Segment"), County agrees to prepay the cost for the Permanent Removal and associated Storage of the Last Segment pursuant to the following terms: (i) VRC shall submit the invoice for the Permanent Removal of the Last Segment (the "Last Segment Invoice") to County within two (2) business days of the time that VRC has only the Last Segment remaining to permanently remove; (ii) County shall pay the Last Segment Invoice net sixty (60); (iii) after VRC submits the Last Segment Invoice it shall continue the Permanent Removal by preparing the Last Segment for pick up by County or designated County contractor; (iv) notwithstanding the foregoing, VRC will not release the Last Segment to County or designated County contractor until receiving verification of funds from VRC's banking institution for County's payment of the Last Segment Invoice. COUNTY agrees to remit the payment for the Last Segment Invoice via ACH or EFT direct deposit in accordance with the VRC banking instructions as set forth in on the Last Segment Invoice.
- b. VRC shall be entitled to suspend the Permanent Removal only if: (i) County falls more than ninety (90) days behind on payment of an appropriately detailed invoice properly submitted to County, and (ii) County does not cure such late payment delay within ten (20) days of receiving written notice from VRC concerning the late payment.

### **Amend ATTACHMENT A – PRICE SHEET, as attached herein.**

**All other terms, conditions and covenants remain in full force and effect.**

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

Vital Records Control

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*  
Rob Reis

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title Senior Vice President  
\_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_  
2237 Palou Ave  
Address San Francisco, CA 94124  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ _____, County Counsel	► _____	► _____
Date _____	Date _____	Date _____

**ATTACHMENT A - PRICE SHEET**

MONTHLY CARTON STORAGE	/CUBIC FOOT	\$0.30	\$0.32	\$0.34	\$0.36	\$0.38	\$0.40
RECEIVING & ENTERING CARTON	/CUBIC FOOT	\$0.87	\$0.87	\$0.87	\$0.87	\$0.87	\$0.87
REGULAR RETRIEVAL / ACCESS - CARTON (WITHIN ONE (1) BUSINESS DAY)	/CUBIC FOOT	\$2.30	\$2.42	\$2.55	\$2.68	\$2.82	\$2.97
RUSH RETRIEVAL - CARTON (SAME DAY SERVICE)	/ CUBIC FOOT	\$3.49	\$3.49	\$3.49	\$3.49	\$3.49	\$3.49
REGULAR RE-FILE CARTON	/CUBIC FOOT	\$2.19	\$2.19	\$2.19	\$2.19	\$2.19	\$2.19
REGULAR RETRIEVAL FILE FROM CARTON (WITHIN (1) BUSINESS DAY)	/FILE	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
RUSH RETRIEVAL - FILE FROM CARTON (SAME DAY SERVICE)	/ FILE	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
REGULAR RE-FILE, FILE TO CARTON	/FILE	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
DESTRUCTION - CARTON	/CUBIC FOOT	\$2.59	\$2.59	\$2.59	\$2.59	\$2.59	\$2.59
HANDLING CHARGE	/CUBIC FOOT	\$1.75	\$1.84	\$1.94	\$2.04	\$2.15	\$2.26
SCHEDULED SAME PLACE TRANSPORTATION	/TRIP	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99
RUSH DELIVERY SERVICE	/TRIP	\$46.10	\$46.10	\$46.10	\$46.10	\$46.10	\$46.10
RUSH PICKUP SERVICE	/TRIP	\$46.10	\$46.10	\$46.10	\$46.10	\$46.10	\$46.10
HOLIDAY SERVICE PREMIUM	/TRIP	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
PERMANENT WITHDRAWAL FEE	/CUBIC FOOT	\$0.00	\$3.00	\$3.15	\$3.31	\$3.48	\$3.66

SCHEDULED SERVICE	/TRIP	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
STANDARD SPECIAL (WITHIN 24 HOURS)	/ TRIP	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
CRITICAL SPECIAL (WITHIN 2 HOURS)	/TRIP	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
HOLIDAY SERVICE PREMIUM	/TRIP	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
SLOTTED MEDIA ACTIVE	/ SLOT	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
CLOSED CONTAINER SMALL	/CONTAINER	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
CLOSED CONTAINER MEDIUM	/CONTAINER	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
CLOSED CONTAINER LARGE	/CUBIC FOOT	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
CLOSED CONTAINER X-LARGE	/CUBIC FOOT	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
CLOSED STORAGE CABINET	/CABINET	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
TRANSPORT CONTAINER	/CONTAINER	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
TRANSPORT CART	/CART	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
CLOSED CART	CART	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
CLOSED CONTAINER/CART HANDLING	/CONT/CART	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
TRANSPORT CONTAINER HANDLING	/CONTAINER	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
MEDIA HANDLING ACTIVE (WITH ELECTRONIC FILE)	/HOUR	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
TEMPORARY TRANSPORT CONTAINERS	/ DAY	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50

**NOTE: Access charges may be billed in lieu of retrieval charges. Access charges shall not be billed in addition to retrieval charges.**