

ROUTE SLIP FOR SOLICITATIONS UNDER \$100,000.00

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: March 15, 2022

☐ ITB # _____

☐ RFP# _____

☐ RFQ# _____

☐ PSA

☐ Change Order # _____

☐ GSA/SWC

☒ Other SOLE SOURCE (In-House Award)

Approved by Procurement Manager: _____

Amount: **\$96,309.00**

Delois Robinson, CPPO, Procurement Manager

Revenue Generating ☐ Yes ☒ No

Company Name: GRM Information Management Services

Oracle Contract Number: 1284701

Project Title: In-House Award: SS - Sole Source-Off-Site Records Storage for County Clerk Superior Court.

Routing for added approval by CPO, COO and CEO. BOC approval not required as this is an In-House Award and its cumulative total is less than the \$100K BOC threshold.

FOR USE BY THE CHIEF PROCUREMENT OFFICER

Date Received: _____

Approved: _____

Cathryn G. Horner, CPPB, CPO

Date: _____

Comments/Notes: In-House Award: SS-Sole Source-Off-Site Records Storage for County Clerk Superior Court.

Routing for additional CPO approval.

Forward To: ☐ Chief Operating Officer

FOR USE BY THE CHIEF OPERATING OFFICER

Date Received: _____

Approved: _____

Zachary Williams, COO

Date: _____

Comments/Notes: In-House Award: SS - Sole Source-Off-Site Records Storage for County Clerk Superior Court.

Routing for additional COO approval.

Forward To: ☒ Chief Executive Officer

FOR USE BY THE CHIEF EXECUTIVE OFFICER

Date Received: _____

Approved: _____

Michael L. Thurmond, CEO

Date: _____

Comments/Notes: _____

Return To: ☒ Purchasing & Contracting

TO: Cathryn G. Horner, Chief Procurement Officer

FROM: Brenda H. Redus, Senior Procurement Agent, Team C

THROUGH: Delois Robinson, Procurement Manager, Team C

SUBJECT: Award Recommendation – (Sole Source) Off-Site Records Storage

DATE: March 15, 2022

SS – (Sole Source) Off-Site Records Storage for County Clerk Superior Court with GRM Information Management Services: for use by Finance-Risk Management (Fin). Consists of the purchase of an off-site records storage system for documents assigned to the County Clerk Superior Court for the County. Risk Management recommends award to GRM Information Management Services, the only records storage firm to utilize the O’Neil Records Management Software (RMS), that is currently used for these records by the County, thus allowing for compatibility and continuity of records management.

Recommend approval of the sole source with:

GRM Information Management Services, 215 Coles Street, Jersey City, NJ 07310

Amount Not To Exceed: \$96,309.00

NOTES:

1. Amount Spent On Previous Contracts: \$0.00
2. Funding: General Operating (Fin)

Approved:

Cathryn G. Horner, CPPB
Chief Procurement Officer

Zachary Williams,
Chief Operating Officer

Michael L. Thurmond
Chief Executive Officer

Attachments: (4)

- Non-Competitive Purchase Request Form (NCPR)
- Sole Source Letter
- Quote
- UD Request Memo

AGENDA NOTES

Solicitation Name and #	SS - Sole Source-Off-Site Records Storage for County Clerk Superior Court with GRM Information Management Services
Senior Procurement Agent	Brenda H. Redus
Date Solicitation bid prices expires. (Indicate if vendor has agreed to extend bid date/prices. Include new date.)	N/A
Solicitation Name, Number and Contract Number of expiring/expired Contract (If no previous contract, please indicate N/A)	N/A
Previous Contract Number, Contractor Name and Award Amount (Include increases and Total Award Amount)	N/A
Previous Amount Spent on Expiring/Expired Contract (If multiple award; List Amount Spent per Contract and include Total Amount Spent)	\$0.00
Prime Contractor Information and LSBE-Subcontractor (Prime: Company Name, Owner Name and Title, Number years in business and Number of Years doing business with DeKalb County) (LSBE: LSBE Type (DeKalb or MSA, Participation Percentage, Company Name, Owner Name and Title, Address, Type of Work Provided, Number of years in business and Previous Business/Contracts and Amounts in DeKalb County)	<u>(GRM Information Management Services (Prime))</u> Matthew Diaz, General and Operations Manager Years in Business: 34 Years Doing Business With DeKalb County: 0
Attachments	<ul style="list-style-type: none"> • Non-Competitive Purchase Request Form • Sole Source Letter • Quote • UD Request Memo



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: FINANCE- RISK MANAGEMENT

Department Contact Person: PAUL MURPHY

Telephone: 4042942552

Email: PTMURPHY@DEKALBCOUNTYGA.GOV

Requisition Number: _____

Suggested Supplier: GRM INFORMATION MANAGEMEN

Estimated Amount of Purchase: \$ 96,309.00

Detailed Description of the Goods or Services to be purchased: _____

OFF-SITE RECORDS STORAGE AND SERVICES

☐ **Emergency** (For Emergency Requests, Please check this box and answer **all** questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

☒ **Sole Source** (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

GRM is the sole vendor utilizing the same software, O'Neil Systems, as DeKalb County Records Management Program. This allows seamless systems interface, allows electronic transfer of existing data, promotes data integrity and avoids additional costs for data entry.

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

n/a

3. Explain the impact to the County or Public if this request is not approved.

The use of a second, or additional software, would require retraining DeKalb employees, and additional time and costs related to data entry and affect data integrity.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) _____

Dianne McNabb

Signature: Dianne McNabb

Digitally signed by Dianne McNabb
Date: 2021.11.30 14:01:12 -0500

Date: _____

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Brenda H. Redus

Signature: Brenda H. Redus

Digitally signed by Brenda H. Redus
Date: 2022.03.14 10:45:56 -0400

Date: 03/14/21

Procurement Manager (Typed/Printed Name) Delois Robinson

Signature: _____

Date: _____

☐ Approved ☐ Not Approved

Signature: _____, Director, Department of Purchasing and Contracting

Date: _____

Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Contract with firm to provide off-site storage of County records via interface with incumbent Records Management system.

Demonstration of Contractor's Unique Qualifications: The County uses O'Neil Records Management software and GRM Information Management uses the same software in its off-site records storage program. This will allow for seamless systems interface, electronic transfer of existing data, maintain data integrity and avoid costly new data entry and retraining of County employees.

Section B – To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: December 3, 2021

Date Public Notice closed: December 9, 2021

Review of Offers

Were any offers received (Yes/No): No

Number of offers received: N/A

Responders: N/A

Purchasing Agent review and recommendation This request is to establish a contract, with GRM Information Management to provide off-site records storage for documents assigned to the County Clerk Superior Court. The County currently uses O'Neil Records Management software for these records and GRM Information Management is the only records storage firm to utilize the same software, which offers compatibility and continuity of records management.

This new service estimate for a three-year period with GRM Information Management is \$96,309.00. I recommend approval of this sole source provider.

Brenda H. Redus
Agent Signature

February 17, 2022
Date

Procurement Manager Signature

Date

Project Name	Oracle Integration and Services for I-9 Verification and Background Investigations
Attachments	Sole Source Notice (/sites/default/files/users/user3547/Sole%20Source%20Public%20Notice%20-%20HireRight%20(cc).pdf)
Contact	sfbailey@dekalbcountyga.gov (mailto: sfbailey@dekalbcountyga.gov)
Project Name	Hammerhead Piercing Tools
Attachments	Sole Source Notice (/sites/default/files/users/user3547/Sole%20Source%20Public%20Notice%20-%20Ditch%20Witch%20(cc).pdf)
Contact	sfbailey@dekalbcountyga.gov (mailto: sfbailey@dekalbcountyga.gov)
Project Name	2011 CVSA Equipment Upgrade/Trade in
Attachments	Sole Source Notice (/sites/default/files/users/user3547/Sole%20Source%20NITV%20Federal%20Service%20(Police%20Services).pdf)
Contact	tbdawson@dekalbcountyga.gov (mailto: tbdawson@dekalbcountyga.gov)
Project Name	Off-Site Records Storage for Finance-Risk Management
Attachments	Sole Source Notice (/sites/default/files/users/user3547/Sole%20Source%20Public%20Notice%20Form_BR.pdf)
Contact	bredus@dekalbcountyga.gov (mailto: bredus@dekalbcountyga.gov)
Project Name	Laptop for Use for iNTREO/Delta BAS System
Attachments	Sole Source Notice (/sites/default/files/users/user3547/Sole%20Source%20for%20CCI-Contol%20Concepts.pdf)
Contact	pdlawton@dekalbcountyga.gov (mailto: pdlawton@dekalbcountyga.gov)



Secure. Reliable. Easy.

850 Maxham Road • Suite 1000 • Lithia Springs, GA 30122

T. 770.819.7992

F. 770.819.7945

VIA EMAIL

March 15, 2022

Attn: Cathryn Horner, Director Purchasing and Contracting
DeKalb County
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

GRM Information Management Services of Atlanta, LLC is currently proposing a storage solution for DeKalb County. In doing so, it was identified that DeKalb County uses O'Neil Cloud Software to barcode, transfer, track, store, and provide all related services (retention, inventory search, process, track and report retrieval requests and destruction activity) for approximately 45,000 records boxes, approximately 8,000 of which are being considered for this project.

O'Neil Software is one of the leading software used in the records storage industry worldwide, and GRM was a pioneer in establishing this software for record storage use. The Atlanta location General Manager, Matthew C. Diaz, is RSSQL certified by Oneil University; a program established by Oneil Software, Inc.

With DeKalb County already using O'Neil software for all their records management program functions and activities, they have the ability to seamlessly transfer their existing inventory data electronically directly to GRM. This is a unique and distinct benefit for DeKalb, which results in both operational efficiency and cost reduction, relating to data entry function, data re-formatting, input of data for records transfer and retrieval functions.

Additionally, DeKalb would still be using the same data structure and functions, which would eliminate the need to re-train employees.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Diaz", is positioned above a horizontal line.

Matthew Diaz, Manager
GRM Information Management Services of Atlanta LLC

www.grmdocumentmanagement.com

Atlanta | Baltimore | Boston | Chicago | Houston | Indianapolis | Los Angeles | Miami | New York | New Jersey
Philadelphia | San Francisco | Washington, D.C. | Peru | Colombia



TEL 770-819-7992 FAX 770-819-7945
GRM Information Management Services of Atlanta, LLC
850 Maxham Rd STE 1000
Lithia Springs, GA 30122

PROJECT COST ESTIMATE

December 17, 2021

Cathryn Horner, Director
Purchasing and Contracting
DeKalb County
1300 Commerce Drive, 2nd Fl.
Decatur, Georgia 30030

Description & Assumptions:

DeKalb County Records facility is currently storing, onsite, 8,334 boxes (or 10,00 cubic feet) assigned to Clerk Superior Court. The cost summary as provided below makes the following assumptions:

- contract will be finalized by 3/31/22
- below estimated totals are based on a 3 year term, beginning 1/1/22 (actual term to begin upon signature of contract)
- all add and processing fees will be waived granted all items are brought into GRM within 6 months from contract signature date
- below estimated storage totals are based on GRM receiving 10,000 cubic feet
- below estimated service totals are based on 35% of the storage totals
- the below is an estimate and actual billing may vary dependent on volume received and actual services requested by Dekalb throughout this 3 year term.

Year One Storage- 2022	\$23,760.00
Year One Services- 2022	\$8,316.00
Year Two Storage- 2023	\$23,760.00
Year Two Services- 2023	\$8,316.00
Year Three Storage- 2024	\$23,820.00
Year Three Services- 2024	\$8,337.00

Contract Total Due	\$96,309.00
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Please remit payment to:
GRM Information Management Services of Atlanta, LLC
PO Box 744491
Atlanta, Ga, 30374-4491

Feel free to contact me at mdiaz@grmdocument.com if I can be of any further assistance.
Matthew Diaz



DOCUMENT STORAGE AGREEMENT

(Hereinafter called "Agreement")

ACCOUNT NUMBER: _____

RECEIVED FOR THE ACCOUNT OF:

DeKalb County Records

(Hereinafter called "Depositor" or a "party")

GRM Information Management Services

(Hereinafter called "Company" or a "party")

3508 Covington Hwy

Number and Street

215 Coles Street

Number and Street

Decatur, Ga 30032

City State Zip

Jersey City NJ 07310

City State Zip

404.294.2552

Phone

201-798-7100

Phone

201-798-4427

Fax

Depositor declares that the value of any container of records, including the contents thereof, or other goods and property (collectively, the "records"), transported, received, handled or stored hereunder or later received for the account of Depositor shall not exceed a value equal to the monthly storage charge for such container.

Authorized Agents: The following persons are designated by Depositor as its "Authorized Agents" for purposes of Section 3 below:

See Additional Terms and Conditions That Follow

Initial Term: **36 months** commencing as of the Effective Date (defined below).

Minimum Monthly Storage Charge: **\$1,400.00**

Initial Pickup & Processing: Initial Pickup & Processing shall be waived, granted all items are released to GRM within 6 months from contract signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

TERMS AND CONDITIONS

1. **Storage and Service Rates:** Charges for storage and services shall be at the rates shown on the Company's Schedule of Charges, as same may be amended from time to time in accordance with the terms hereof, which is annexed hereto and made a part hereof (the "Schedule of Charges"). All miscellaneous services, such as indexing and other services for which no charges are specified on the Schedule of Charges are available under special terms and conditions to be agreed upon, in writing, as the occasion arises. Unless otherwise explicitly stated in the Schedule of Charges, storage and service rates are subject to change on an annual basis upon thirty (30) days' written notice. Invoices may include various surcharges implemented by the Company, at the Company's sole but reasonable discretion, on an as-needed basis; such surcharges include, but shall not be limited to, higher than usual fuel costs, transportation to a remote location, and re-boxing contents of damaged boxes upon box arrival. A full month's storage shall be charged for all records remaining in storage for a fraction of a month. Depositor's request for the removal of boxes shall not reduce the monthly storage charge then in effect, unless such request is in writing and calls for the permanent removal thereof, in which event a permanent removal charge shall apply in addition to all access/reference charges. The Company shall destroy Depositor's records

only upon Depositor's written directive, in which event Depositor shall pay a destruction charge in addition to all access/reference charges, and Depositor hereby releases the Company from all liability resulting from destruction pursuant to such directive.

2. Payment: The Company shall invoice Depositor on a monthly basis, and Depositor agrees to pay to the Company the charges specified thereon (including sales tax if applicable) by the 15th of each month, without any abatement, deduction or setoff whatsoever. If Depositor fails to pay any charges within thirty (30) days of the due date, then Depositor shall be charged (i) accrued interest at the rate of 1.5% per month on such unpaid charges until paid in full, and (ii) a flat late payment charge of \$35.00. Depositor agrees to indemnify, defend and hold the Company harmless from and against any and all costs (including, without limitation, reasonable attorneys' or collections agency fees) incurred by the Company in connection with its external efforts to collect outstanding amounts due the Company hereunder or to enforce any other provision of this Agreement. Depositor may dispute, in good faith, by written notice, any portion of an invoice within ninety (90) days of the date thereof; provided, however, that Depositor shall pay all undisputed amounts when due, and if no such dispute notice is received by the Company in accordance with the foregoing, the invoice shall be deemed to be correct and Depositor's ability to dispute same shall be forever barred.

3. Authorization: Depositor has furnished, in writing, on the cover page hereof, the names of those agent(s) Depositor authorizes (the "Authorized Agent(s)") to (i) have access to the records, (ii) remove or add records and/or any contents thereof, and (iii) order services for Depositor's account. Depositor will promptly notify the Company in writing of the revocation of any such Authorized Agent's authority; no revocation shall be binding until received by the Company.

4. Exclusivity; Right of First Refusal: (a) Depositor acknowledges and agrees that the rates stated herein reflect Depositor's agreement to maintain the Company as its sole and exclusive provider of Depositor's document storage needs. (b) Upon the expiration and/or sooner termination of this Agreement, Depositor shall afford the Company the right to match the pricing of any other vendor who Depositor is considering engaging for its document storage needs.

5. Ownership of Records; Additions to Storage: (a) Depositor warrants and represents that Depositor has lawful possession of and the legal right to store all of the records being serviced by the Company hereunder, and shall indemnify, defend and hold the Company harmless from and against any third party dispute or claim with regard to the foregoing. (b) Unless otherwise specified by the Company in writing, any additional records obtained by the Company for storage at Depositor's direction shall be governed by the terms, conditions, and provisions of this Agreement.

6. Depositor's Default on Payment Obligations: Upon Depositor's failure to pay any charges due hereunder, the Company shall have the right (but not the obligation), in its sole discretion, to: (i) terminate this Agreement and dispose of all records stored hereunder, at Depositor's sole cost and expense, upon at least sixty (60) days prior written notice to Depositor; (ii) terminate this Agreement and return all records to Depositor, at Depositor's sole cost and expense, upon at least sixty (60) days prior written notice to Depositor; (iii) suspend the provision of some or all of the services to be provided hereunder; and/or (iv) deny Depositor access to the facility and/or Depositor's records being stored therein. Neither of the aforesaid remedies shall subject the Company to any liability and each such remedy shall be in addition to any other remedies available to the Company pursuant to this Agreement (including, without limitation, the remedies set forth in Section 12(c) below) and applicable law. In the event of the termination of this Agreement and disposal or return of Depositor's records as aforesaid, Depositor shall remain liable to the Company for (i) all storage charges and other charges incurred up to and including the date of such disposal and/or return, and (ii) any and all storage and other charges (including, without limitation, the Minimum Monthly Storage Charges) implemented by the Company in accordance with Section 12(c) below.

7. Facilities; Records Examination and Refusal for Reasonable Cause: (a) Depositor acknowledges that it has selected the Company's facilities and accepts such facilities in their present "AS IS" condition. (b) The Company has *not* examined the records to be stored hereunder and expressly makes no representation as to their type or content. (c) The Company may refuse to accept Depositor's records for any commercially reasonable cause.

8. Moving of Records by Company: The Company reserves the right to move, at the Company's expense, any records in storage from the storage facility in which they may be stored to (i) any other LOCAL storage facility owned and/or operated by the Company, and/or (ii) any other location within the storage facility in which they are stored.

9. General Lien for Charges: The Company shall have a lien upon and security interest in any and all records deposited with the Company by Depositor or on the proceeds thereof in its hand, for all lawful charges for storage, services, money advanced, interest, and all other charges and expenses in relation to such records or any other charges for which Depositor may be liable under this Agreement (including, but not limited to, court costs and reasonable attorneys' fees, and all costs related to the enforcement and exercise of the Company's lien).

10. Limited Liability of Company: (a) Depositor's records are accepted for storage at the exclusive risk of Depositor for damage thereto from deterioration resulting from the passage of time, Acts of God, or any other cause beyond the reasonable control of the Company. (b) The Company shall not be liable for any representation, understanding or agreement unless in writing and specifically incorporated into this Agreement. (c) The Company shall not be liable for loss or damage resulting from: (i) inadequate packaging performed by Depositor, (ii) Depositor's improper delivery of the records being stored, (iii) delays in delivery, (iv) shipments by third-party couriers, or (v) unauthorized access to the records. (d) **Notwithstanding anything contained in this Agreement to the contrary,**

the Company shall only be liable for failure to use ordinary care, and any such liability shall in no event exceed a total value equal to: (i) in the case of loss or damage, the monthly storage charge per container of records for each such container lost or damaged, and (ii) in the case of liability other than loss or damage, the amounts paid by Depositor in the twelve (12) month period immediately preceding the event giving rise to the liability. (e) In no event shall either party be liable to the other party for any punitive, special, consequential, incidental or indirect damages of any kind, including, without limitation, the cost of cover, damages arising from loss of profits or good will, or loss of economic advantage, whether or not such damages were foreseeable or the other party has been advised of the possibility of such damages, however caused and on any theory of liability. (f) Depositor acknowledges the Company's limits of liability hereunder and agrees to procure, pay for, and maintain adequate insurance to further protect Depositor and the records held hereunder from any loss, damage or other liability of any nature whatsoever.

11. Minimum Monthly Storage Charge: There shall be a minimum monthly storage charge assessed by the Company (the "Minimum Monthly Storage Charge") for each month throughout the Term (hereinafter defined). During the Initial Term, the Minimum Monthly Storage Charge shall be the amount set forth on the cover page of this Agreement. Prior to the commencement of each Renewal Term (hereinafter defined), Depositor shall receive a revised Schedule of Charges indicating the increase, if any, in the Minimum Monthly Storage Charge going into effect, and such increase shall automatically be incorporated into this Agreement by reference. Notwithstanding anything contained in this Agreement to the contrary, should Depositor's actual monthly storage charges fall below the Minimum Monthly Storage Charge in any given month, Depositor shall nevertheless be required to pay an amount equal to the Minimum Monthly Storage Charge for each such month.

12. Term, Renewal, and Termination: (a) This Agreement shall automatically be renewed for successive terms (each such successive term being the same length as the Initial Term and hereinafter referred to as a "Renewal Term" and, together with the Initial Term, the "Term") until either party terminates this Agreement by giving the other written notice of its election to terminate at least sixty (60) days prior to the expiration of the then-current Term. Prior to the commencement of each Renewal Term, Depositor shall receive a revised Schedule of Charges indicating the increases, if any, in the Minimum Monthly Storage Charge and other charges payable under this Agreement throughout such Renewal Term, which shall become effective as of the commencement of such Renewal Term, and any such revised Schedule of Charges shall automatically be incorporated into this Agreement by reference. (b) Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and fails to cure such breach within sixty (60) days of the breaching party's receipt of written notice specifying the nature of the breach (such termination hereinafter a termination "For Cause"). (c) The parties acknowledge the inherent difficulty in establishing the loss to the Company in the event that this Agreement is terminated prior to the expiration of the then-current Term; therefore, in the event that (i) Depositor terminates this Agreement (other than a termination For Cause) prior to the expiration of then-current Term, or (ii) the Company terminates this Agreement For Cause, the Company shall have the option of treating all of the charges payable by Depositor hereunder throughout the remainder of such Term as immediately due and payable prior to the Company's release of Depositor's stored records, in which event Depositor shall pay to the Company the Minimum Monthly Storage Charge for each and every month remaining in the then current Term.

13. Post-Termination Transition Period: Upon Depositor's request, and except as otherwise provided in this Agreement, the Company will, at Depositor's sole cost and expense, reasonably cooperate with Depositor in connection with the removal and transfer of Depositor's records from the Company's facilities to Depositor's and/or its agent's storage facilities (the period during which such cooperation, removal, and transfer occurs hereinafter being referred to as the "Transition Period"), and in the event that the Transition Period and the Company's storage of Depositor's records shall extend beyond the expiration or sooner termination of this Agreement, the terms and provisions of this Agreement shall nevertheless continue to apply (and all storage and service charges shall nevertheless continue to accrue) until all of the records have been removed from the Company's facilities and all monies owed hereunder to the Company have been paid in full, and Depositor shall pay all estimated storage and services charges that shall accrue during the Transition Period to the Company prior to the Company's removal of Depositor's records from its facilities. Depositor shall be entitled to a refund for any overpayments made in accordance with the foregoing.

14. Confidentiality: All records deposited by Depositor with the Company shall be deemed the confidential information of Depositor. The Company shall use reasonable efforts to maintain such records in strict confidence, and shall not knowingly use, transfer or disclose such records to a third party without the prior written consent of Depositor, unless required to do so in order to comply with an order or subpoena issued by a court or government agency or tribunal. In the event the Company is required by judicial or administrative process to disclose any of Depositor's records, the Company shall promptly notify Depositor (where legally permitted to do so), so as to afford Depositor a reasonable time within which to oppose such process or seek a protective order at Depositor's sole cost and expense. Any loss, damage or other liability hereunder shall be limited as provided in Section 10. Depositor agrees to keep confidential and not to use or to disclose to others during the Term of this Agreement or any time thereafter, except as expressly consented to by Company in writing, any trade secrets, confidential technology, proprietary information or any other matter or thing learned or acquired by Depositor through its association with Company that is not otherwise available to the public.

15. Indemnification: In the event that Depositor's personnel are on the Company's property or the Company's personnel are on Depositor's property, then Depositor and Company shall each defend and indemnify the other and the other's employees, officers, directors, members, and agents against all damages for bodily injury, death, or damage to real or tangible personal property (other than the records being stored hereunder) to the extent proximately caused by the indemnifying party.

16. Time for Filing Claims: As a condition precedent to recovery, all claims must be in writing and filed with the Company within ninety (90) days after the date that Depositor discovered (or reasonably should have discovered) the loss of, destruction of, or damage to the records or any part thereof.

17. Intellectual Property: All right, title and interest in and to the software, object code, source code, interfaces or similar computer code produced or provided by the Company during its performance of the services hereunder (including but not limited to *eAccess*) (collectively, the “Software”) shall be and remain the property of the Company, and Depositor shall not acquire any ownership interest in the Software by virtue of this Agreement or otherwise. Depositor acknowledges that to the extent the services performed by the Company include a license to Depositor to utilize the Software (the “License”), such License is limited, non-exclusive and non-transferable, and Depositor may not (i) sublicense, assign, transfer, copy, or distribute the Software to any third party without the express written consent of the Company (which may be withheld in the Company’s sole discretion); or (ii) modify, translate, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Software. The Software may be used only for the internal business purposes of Depositor in conjunction with the services provided by the Company hereunder, and only for long as this Agreement shall remain in effect.

18. Force Majeure: The Company shall not be liable for any default or delay in the performance of its obligations hereunder if caused, directly or indirectly, by labor disputes, strikes or lockouts; wars; acts of terrorism; riots or civil disorder; epidemics, pandemics, or national health emergencies; accidents or unavoidable casualties; interruptions of or delays in transportation or communications; decisions or requirements of any government agency, board, official or other public body; or any other cause beyond the Company’s reasonable control.

19. Limited Warranty: The Company warrants that the services to be provided hereunder shall be provided in a professional and workmanlike manner by trained personnel. EXCEPT AS PROVIDED IN THIS SECTION, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR THAT THE SOFTWARE IS ERROR-FREE OR THAT DEPOSITOR’S USE THEREOF WILL BE UNINTERRUPTED.

20. Miscellaneous: (i) Assignment. This Agreement may not be assigned by Depositor without the prior written consent of the Company. This Agreement binds the heirs, executors, administrators and permitted assigns of the parties. (ii) Modification. This Agreement cannot be changed except by a written agreement signed by each of the parties. (iii) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, whether written or oral. (iv) Waiver. Any waiver of a right or duty afforded under this Agreement shall not be effective unless such waiver is in writing and signed by the party claimed to have given the waiver, and any written waiver shall not be deemed a continuing waiver unless specifically stated, and shall operate only as to the specific term or condition waived. (v) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the storage facility is located, and if Depositor’s records are being stored in the Company’s facilities in multiple states, then this Agreement shall be governed by the laws of the State of New Jersey. (vi) Severability. In the event that any court of competent jurisdiction determines that any provision of this Agreement is unlawful or unenforceable, all remaining provisions of this Agreement shall remain in full force and effect, and each such provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties. (vii) Notice. All notices or demands shall be in writing and shall be deemed duly given if delivered (A) by certified or registered mail, with postage prepaid, to the addresses set forth on the first page of this Agreement, on the third business day after the date on which it is so mailed, or (B) by reputable overnight courier, upon receipt thereof. (viii) Independent Contractor. The Company shall be and act as an independent contractor of Depositor, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship between the parties. (ix) Third Party Beneficiaries. Nothing in this Agreement shall be construed as conferring any rights upon third parties or any party other than the Company and Depositor. (x) Electronic Signatures. Signatures of the parties by facsimile or by electronic signature shall be deemed binding, as if such signatures were the original signature of such party. (xi) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. (xii) Survival. Any provisions that, by their nature, are continuing or intended to survive termination, shall survive the expiration or termination of this Agreement (including but not limited to those relating to limitations on liability, confidentiality, the Transition Period, warranties, liens, and payment obligations). (xiii) Not Construed Against Drafter. Both parties have had full opportunity to negotiate the terms of this Agreement, and neither party intends that this Agreement be construed for or against either party because of that party’s role in drafting this Agreement.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as an original by their authorized representative.

GRM Information Management Services

DEKALB COUNTY, GEORGIA

By: _____(SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

_____by **Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)



DeKalb County Records

3 Year Term to begin upon
contract signature (latest by
3/31/22)

Account #:			
Record Center Storage	Billable Measurement	Rate	Unit
Per cubic foot rate	1.0	\$0.18	Cubic Foot
<i>Storage charges are based on a 30-day billing period and are adjusted to reflect the actual number of days in a month.</i>			
Record Center Services		Rate	Unit
Containers Added		\$2.00	Cubic Foot
Container Access		\$2.00	Cubic Foot
Container Refiled		\$2.00	Cubic Foot
Files Added (any additional files being barcoded for the first time)		\$2.50	Per Item
Access File for Delivery (includes file refile)		\$21.66	Per file
Unsuccessful File Search		\$21.66	per file
Rush Reference Surcharge (plus retrieval charges)		\$3.00	Per item
Shredding - per file (plus retrieval and Handling charges)		\$6.50	Per Item
Shredding (plus retrieval and Handling charges)		\$3.50	Cubic Foot
Permanent Removal (plus retrieval charges & record changes)		\$2.50	Cubic Foot
Late Reference (any order placed after 3pm)		\$5.00	per occurrence
Pick-up/Delivery Services		Rate	Unit
Next Day Regular Service (Includes First Item)-order by 4:30 p.m., Receive next business day by 5:00 p.m. Zone 2		\$22.00	trip surcharge
Metro Trip Surcharge 2		\$8.00	trip surcharge
Each additional		\$2.25	Per cubic foot
A.M. Service-order by 4:30 p.m., Receive by 12:00 p.m. next business day		\$20.00	trip surcharge
Same Day Service-order by 12:00 p.m., Receive by 5:00 p.m. that day		\$25.00	trip surcharge
Morning Rush Service-order by 4:30 p.m., Receive next business day by 9:30 a.m.		\$45.00	trip surcharge
Emergency Service-order by 4:30 p.m., Receive within 3 hours of request		\$51. 0	trip surcharge
Materials - Subject to market change		Rate	Unit
GRM 4-Letter Box		\$5.70	each
GRM 3-Legal Box		\$6.70	each
GRM 8-Push Down Carton Archive		\$4.70	each
Sheets of Barcode Labels		\$1.60	each
Other Services		Rate	Unit
Records Center Hourly Services		\$30.00	per hour
Storage Minimum		\$1,400	per month
Minimum Service Order Charge		N/A	per order
Off-Hour opening-3 hour minimum		\$120.00	per hour
Filefolder Tracking		0.010	each
Client Access Room Charge (to be quoted upon request)		tbd	per room
Handling Charge		\$2.50	cubic foot
Record Change (any manual database change)		\$0.55	per item
Dock Access Fee for Pick Up		2.66	per cubic foot
Account Maintenance Fee		\$ 10.00	monthly
Vbiz		WAIVED	WAIVED
Third Party Handling Fee (FedEx, UPS, Courier, etc)		\$ 12.00	Per cubic foot
Scan on Demand	scan on demand		Unit
Scan on demand - includes the first 50 images (next day service)	\$ 32.00		Image
	\$ 0.15		Per Image
Same Day Service-order by 12:00 p.m., Receive by 5:00 p.m. that day-includes the first 50 images	\$ 45.00		Image
	\$ 0.30		Per Image
Emergency Service-order by 4:30 p.m., Receive within 3 hours of request-includes the first 50 images	\$ 55.00		Image
	\$ 0.40		Per Image
Standard GRM Hours: 8:30am to 5:00pm; Monday Through Friday excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. During non-standard hours service is available Monday through Sunday, at the rate of time and a half the hourly rate. There is a 3-hour minimum charge. Any service not listed will be quoted upon request.			