

CONTRACT NO. 11343

STORAGE AND SERVICE AGREEMENT

BETWEEN

R-4 SERVICES

AND

THE CHICAGO HOUSING AUTHORITY

STORAGE AND SERVICE AGREEMENT

R-4 Services, LLC, an Illinois corporation ("R-4" or the "company"), and the Chicago Housing Authority, an Illinois municipal corporation ("Depositor"), enter into this Storage and Service Agreement and all schedules attached hereto (collectively referred to as the "Agreement") on the effective date of September 21, 2013 (the "Effective Date"). Pursuant to the terms and conditions contained herein, R-4 hereby agrees to provide to Depositor certain warehousing facilities and to accept for storage such record material ("Storage Material") as from time to time may be tendered to R-4. The following terms and conditions shall be deemed incorporated into each and every warehouse receipt issued pursuant to this Agreement whether or not referred to therein.

1. TERM OF AGREEMENT. The initial term of this Agreement ("Initial Term") shall commence on the date of its execution by the parties hereto, and shall continue in full force and effect for two (2) years from the Effective Date, unless terminated earlier pursuant to paragraph (13) below. This Agreement shall be renewable by Depositor in writing for successive one-year terms, up to a maximum of two (2) successive terms. All storage and service charges payable by Depositor for any term after the Initial Term shall be at the levels set forth in Attachment A (R-4's Best and Final Fee Proposal).

2. RESTRICTED STORAGE MATERIAL. Depositor shall not, at any time, store with R-4 any narcotics or materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in a records center. R-4 reserves the right to refuse acceptance of any materials for reasons that may compromise the integrity of R-4's business or endanger the integrity and security of other clients' material at the Warehouse. All storage materials received by R-4 will be in a container designed for records storage. R-4 reserves the right to repack and repack containers that are not in good condition or unable to be stacked in order to put the materials into proper condition for storage. Container costs and labor costs to replace and repack will be billed to Depositor, at R-4's standard published rates.

3. ACCEPTANCE OF STORAGE MATERIAL. Storage Material accepted by R-4 for storage shall be identified by warehouse receipts issued by R-4. All Storage Material tendered for storage by Depositor shall be made ready for pick-up by R-4 in a segregated manner, properly marked and packaged for handling. Depositor agrees not to ship or otherwise deliver Storage Material to R-4. If, in violation of this Agreement, Storage Material is shipped to R-4 as the named consignee, Depositor agrees to notify the carrier in writing prior to such shipment with a copy of such notice to R-4 that R-4 is named as consignee, is a warehousemen under law, and has no beneficial title or interest in such property. Depositor further agrees to hold harmless R-4 from any and all claims for unpaid transportation charges, or charges of any nature, in connection with the property so shipped, which may be claimed by a third party acting at Depositor's direction.

4. STORAGE AND SERVICE CHARGES.

(a) **Monthly Storage Charges.** Monthly storage charges become applicable upon the date that R-4 accepts care, custody, and control of the Storage Material. Monthly storage charges shall be computed as follows: (1) Storage Material received for storage after the first (1st) day of the month shall be assessed at a prorated amount of the monthly storage charge. All monthly storage charges are due and payable on the first (1st) day of the storage for the initial month and thereafter on the first day of the calendar month.

(b) **Other Charges.** R-4 will invoice Depositor for all charges other than monthly storage charges. Depositor shall pay each such invoice within fifteen (15) days after receipt thereof.

(c) **Late Payments.** Any undisputed payments or amounts not paid when due shall bear interest at the rate of 6% per annum or at the maximum rate permitted by law under the Illinois Local Government Prompt Payment Act, whichever is less.

(d) **Non-payment.** Full Payment of all open and undisputed invoices must be paid within sixty (60) days. Failure to do so may result in suspension of services.

(e) All charges shall be assessed as set forth in Attachment A, which is incorporated herein by reference, along with Depositor's RFP # 13-01162, which is incorporated herein by reference as Exhibit 1.

(g) Notwithstanding the foregoing, the maximum compensation payable under this Agreement for the Initial Term shall be in the amount not-to-exceed One Hundred Twenty Nine Thousand and 00/100 Dollars (\$129,000.00).

5. TRANSFER, DESTRUCTION AND REMOVAL OF STORAGE MATERIAL.

(a) **Transfer of Storage Material.** Instructions to transfer Storage Material shall not be effective until Depositor delivers such instructions to R-4 pursuant to Paragraph 16 or via telephone and pays all amounts due including all exit fees that apply.

(b) **Destruction of Storage Material.** R-4 may destroy Storage Material only upon written notice from Depositor. Depositor releases R-4 from any liability by reason of destruction of such Storage Material pursuant to such notice, direction and authority from Depositor. Depositor agrees to pay R-4's destruction fee. R-4 will furnish a Certificate of Destruction when complete.

(c) **Removal of Storage Material.** If, as a result of a quality or condition of the Storage Material of which R-4 had no notice at the time of receipt, the Storage Material is a hazard to other property at the Warehouse or to persons, R-4 shall immediately notify Depositor, and Depositor shall thereupon claim its interest in said Storage Material and remove it from the Warehouse. Pending such disposition, R-4 may remove the Storage Material from the Warehouse and shall incur no liability by reason of such removal and exit fees will apply.

6. RIGHT OF ACCESS AND INSPECTION. Depositor shall have the right of reasonable access to Depositor's Storage Material located at the Warehouse. Access to Storage Material shall be given only to Depositor and its designated employees unless R-4 is otherwise directed in writing by Depositor. Depositor shall, while on R-4's premises, require its personnel to comply with all security, safety and other personnel rules and regulations.

7. LIABILITY AND LIMITATION OF DAMAGES. R-4 shall exercise such care in storing Depositor's goods, including files, records, and computer media and in providing services in connection therewith as a reasonably careful person would under similar circumstances. R-4 shall not be liable for any loss or damage, however caused, unless such loss or damage results from a failure of R-4 to exercise such a level of care. If R-4 becomes liable to Depositor for failing to exercise such a reasonable level of care in storing Depositor's goods, including files, records and computer media and/or in providing services to Depositor hereunder, R-4's liability to Depositor shall be limited to an amount not to exceed the annual value the monthly storage charges under the Agreement, beyond which value per unit R-4 shall not be liable, including for any consequential, punitive, incidental or exemplary damages. Depositor acknowledges that it is Depositor's responsibility to obtain its own insurance for any loss or damage beyond the scope of R-4's agreed limited liability. The Depositor understands and acknowledges that normal deterioration and aging of all record media occurs with time. Claims by the Depositor for loss, damage, or destruction must be presented in writing to R-4 within sixty (60) days after Depositor learns of or is notified by R-4 that loss, damage, or destruction to part or all of the goods occurred. No action may be maintained by Depositor against R-4 for loss or damage to the goods covered hereunder unless commenced within twelve (12) months of the date that Depositor learns of or is notified of loss, damage, or destruction to its goods covered hereunder.

8. INSURANCE. STORAGE MATERIAL IS NOT INSURED BY R-4 AGAINST LOSS OR INJURY HOWEVER CAUSED.

9. NOTICE OF CLAIMS AND FILING OF SUITS. Claims by the Depositor and all other persons must be presented in writing to R-4 within a reasonable time, and in no event longer than sixty (60) days of a loss or injury to the Storage Material. No action may be maintained by Depositor or others against R-4 for loss or injury to Storage Material unless (a) a written claim has been given to R-4 as

provided herein, and (b) such action is commenced within nine (9) months after a loss or injury to the Storage Material.

10. COMPLIANCE WITH LAWS. Depositor shall be responsible for advising R-4 of all laws, ordinances, rules, and regulations of federal, state, municipal, and other governmental authorities relating specifically to the safeguarding, receiving, handling and storing of Depositor's Storage Material.

11. FEES Depositor agrees to pay R-4 the fees set forth herein in accordance with the payment terms of R-4's invoice. A Depositor's request for the removal of boxes shall not reduce the current monthly charge then in effect unless such request is in writing and call for permanent removal thereof, in which event a permanent removal charge shall apply in addition to reference charges.

12. BREACH. The following events shall constitute a breach by Depositor: (a) Depositor fails to pay any undisputed charges owed to R-4 within thirty (30) days after notice thereof by R-4 of such failure of timely payment, (b) Either party fails to perform or observe any other covenant or condition in this Agreement and fails to cure such breach within thirty (30) days after notice thereof by the non-defaulting party of such default, (c) Either party makes an assignment for the benefit of creditors, (d) Either party admits in writing its inability to pay debts as they come due, (e) Depositor ceases doing business as a going concern, (f) a proceeding is instituted against either party seeking reorganization, arrangement, readjustment, liquidation, dissolution or other similar relief under any law affecting the rights of creditors, and such proceeding is acquiesced in or is not dismissed within sixty (60) days; However, in any event of default claimed by either party, the party asserted to be in default shall have an opportunity to cure such material default within thirty (30) days of its receipt of notice of default delivered in writing and accordance with notice provisions set forth herein.

13. TERMINATION. If a Breach occurs and such breach or default is not cured under Section 12, the non-breaching party may, at its option terminate this Agreement. Notwithstanding the foregoing, each party may exercise any other rights or remedies available at law or in equity. B. Early Termination: In the event that Depositor shall terminate this Agreement prior to the expiration of the Initial Term and /or any Renewal Term for any reason other than default or breach, the company shall have in addition to all other remedies, the right to receive all charges due or payable by Depositor as of the date of such early termination prior to the full release of the Depositor's stored materials.

14. CONFIDENTIAL INFORMATION. R-4 will treat and preserve as confidential all information received by R-4 from Depositor as a result of this Agreement.

16. NOTICES. All notices required hereunder shall be in writing and shall be deemed served when (a) delivered personally to the person for whom intended, or (b) delivered two (2) days after deposit in the United States certified mail, return receipt requested, addressed to the persons for whom intended at the following addresses. Any party may change the address or fax to which notices are to be sent by so notifying the other party as set forth above:

If to R-4: R-4 Services, LLC
Attention Trisha Rooney Alden
1301 West 35th
Chicago, Illinois 60609
Fax. (773) 843-3910

If to Depositor: Chicago Housing Authority
Attention: Director, Dept. or Purchasing
60 East Van Buren
13th Floor
Chicago, Illinois 60605
Fax: (312)913-5883

17. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties submit to jurisdiction in the Circuit Court of Cook County, Illinois.

18. DESCRIPTIVE HEADINGS. Title headings are for reference purposes only and shall have no interpretative effect.

19. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the original parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement shall be assignable in full and only upon written request to the other party, whose consent shall not be unreasonably withheld. Any party who assigns any or all of this Agreement will provide the other party with the name and address of the assignee.

20. PRECEDENCE, MODIFICATION. This Agreement is subject to the terms and conditions of the Depositor's procurement and award under its RFP # 13-01162 (Exhibit 1), which is incorporated into the Agreement as if fully and originally set forth herein. Such terms shall be reasonably construed by the parties to be consistent. However, terms of the RFP shall take precedence over the Storage and Service Agreement in the event of a direct conflict. This contract represents the entire agreement of Depositor and R-4, and shall not be modified or amended other than by written agreement of the parties.

21. SEVERABILITY. If any provision of this Agreement is declared or held invalid or unenforceable by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other provision and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

22. DISPUTE RESOLUTION: The Parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resort to litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the dates written below.

R4 Services LLC

By: 

Title: President

Date: 11/1/13

Depositor: 

By: _____

Title: CFO

Date: 11/26/2013

ATTACHMENT A

REQUEST FOR PROPOSAL NO. 13-01162
Off-Site Record Storage Facility

FEE PROPOSAL FORM
Two Year Base Term

One Time Moving Cost \$ 0.00
(Provide a complete detail of all costs and fees related to this phase to move in inventory of estimate 20,000 boxes (12W x 15L x 10H). Include number of staff, staff's role, responsibility, total hours and duration (in weeks), inventory cost, and any general administrative and overhead costs. Supporting documentation should be provided on a separate page).

Monthly Storage Cost \$.20/box *regardless of size
(Provide a complete detail of all costs and fees related to this reoccurring cost for an inventory of estimate 20,000 boxes (12W x 15L x 10H). Include number of staff FTEs, staff's role, responsibility, hourly rate, total hours and duration (in weeks) and any general administrative and overhead costs. Supporting documentation should be provided on a separate page).

Retrieval Fee per box \$ 3.95 *applies after the 1st 5 retrievals per
day.

Unsuccessful Retrieval Fee per box \$ 0.00

Add Box to inventory fee \$ 1.00 *applies after the 1st 5 new boxes
per day.

Re-file Fee per box \$ 3.50

Maintenance Fee \$ 0.00

Software Fee \$ 0.02/kilobyte/month
(Indicate if this fee is a one-time setup fee or monthly reoccurring).

Report Capability and Fee \$ 0.00
(Provide a complete detail of all costs and fees related to report capabilities, if reports can be access through web access, and how often can they be access).

Transportation cost per Delivery/Pickup trip \$ 16.50 *includes 1st box
(Provide a complete detail of all costs and fees related to this cost. Supporting documentation should be provided on a separate page).

Routine -Next Day Transportation Cost \$ 12.50 *includes 1st box

Urgent Within 2 to 3 hrs Transportation Cost \$ 33.00 *includes 1st box
(Provide a complete detail of Service Level Agreement terms and associated costs. Supporting documentation should be provided on a separate page).

Destruction Cost \$ 5.50/box *includes retrieval, shredding
(Provide a complete detail of all costs and fees related to this activity. Indicate if cost is per box. Supporting documentation should be provided on a separate page).

Staging Cost \$ 0.00
(Provide a complete detail of all costs and fees to stage and review boxes. Supporting documentation should be provided on a separate page).

Box fee \$ 1.75 standard box and lid

Permanent Withdrawal Fee per Box \$ 0.00

Data Entry fee \$ 1.25/box
(Provide a complete detail of all costs and fees associated with data entry. Supporting documentation should be provided on a separate page).

REQUEST FOR PROPOSAL NO. 13-0116B
Off-Site Record Storage Facility

FREE PROPOSAL FORM
Two Year Base Term

A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted as an attachment with the Free Proposal Form.

Total Cost
(Required Field)

~~\$ 61,992.00~~ 129,000

Jed
12.3.13

From the above TOTAL, how much is proposed PROFIT?
(Required Field)

% 4

From the above TOTAL, how much is proposed for
GENERAL Administration and Overhead?
(Required Field)

% 10

Trisha Rooney Alden
Authorized Signature

R4 Services LLC
Name of Company

Trisha Rooney Alden, President
Printed Name and Title

June 27, 2013
Date

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FREE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSE.

**REQUEST FOR PROPOSAL NO. 13-01162
Off-Site Record Storage Facility**

**FEE PROPOSAL FORM
First One Year Option Term**

One Time Moving Cost \$ 0.00
(Provide a complete detail of all costs and fees related to this phase to move in inventory of estimate 20,000 boxes (12W x 16L x 10H). Include number of staff, staff's role, responsibility, total hours and duration (in weeks), inventory cost, and any general administrative and overhead costs. Supporting documentation should be provided on a separate page).

Monthly Storage Cost \$ 0.20/box *regardless of size
(Provide a complete detail of all costs and fees related to this reoccurring cost for an inventory of estimate 20,000 boxes (12W x 16L x 10H) . Include number of staff FTEs, staff's role, responsibility, hourly rate, total hours and duration (in weeks) and any general administrative and overhead costs. Supporting documentation should be provided on a separate page).

Retrieval Fee per box \$ 3.95 *applies after 1st 5 retrievals per day.

Unsuccessful Retrieval Fee per box \$ 0.00

Add Box to Inventory fee \$ 1.00 *applies after 1st 5 new boxes p/u per day.

Re-file Fee per box \$ 3.50

Maintenance Fee \$ 0.00

Software Fee \$ 0.02/kilobyte
(Indicate if this fee is a one-time setup fee or monthly reoccurring).

Report Capability and Fee \$ 0.00
(Provide a complete detail of all costs and fees related to report capabilities, if reports can be access through web access, and how often can they be access).

Transportation cost per Delivery/Pickup trip \$ 16.50 *includes 1st box
(Provide a complete detail of all costs and fees related to this cost. Supporting documentation should be provided on a separate page).

Routine -Next Day Transportation Cost \$ 12.50 *includes 1st box

Urgent Within 2 to 3 hrs Transportation Cost \$ 33.00 *includes 1st box
(Provide a complete detail of Service Level Agreement terms and associated costs. Supporting documentation should be provided on a separate page).

Destruction Cost \$ 5.50/box *includes retrieval, shredding
(Provide a complete detail of all costs and fees related to this activity. Indicate if cost is per box. Supporting documentation should be provided on a separate page).

Staging Cost \$ 0.00
(Provide a complete detail of all costs and fees to stage and review boxes. Supporting documentation should be provided on a separate page).

Box fee \$ 1.75 Standard box and lid

Permanent Withdrawal Fee per Box \$ 0.00

Data Entry fee \$ 1.25/box
(Provide a complete detail of all costs and fees associated with data entry. Supporting documentation should be provided on a separate page).

**REQUEST FOR PROPOSAL NO. 13-01162
Off-Site Record Storage Facility**

**FEE PROPOSAL FORM
First One Year Option Term**

A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted as an attachment with the Fee Proposal Form.

Total Cost \$ 64,500.00
(Required Field)

From the above TOTAL, how much is proposed PROFIT? % 4
(Required Field)

From the above TOTAL, how much is proposed for
GENERAL Administration and Overhead? % 10
(Required Field)


Authorized Signature

R4 Services LLC
Name of Company

Trisha Rooney Alden
Printed Name and Title

June 27, 2013
Date

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

REQUEST FOR PROPOSAL NO. 13-01162
Off-Site Record Storage Facility

FEE PROPOSAL FORM
Second One Year Option Term

One Time Moving Cost \$ 0.00
(Provide a complete detail of all costs and fees related to this phase to move in inventory of estimate 20,000 boxes (12W x 18L x 10H). Include number of staff, staff's role, responsibility, total hours and duration (in weeks), inventory cost, and any general administrative and overhead costs. Supporting documentation should be provided on a separate page).

Monthly Storage Cost \$ 0.20/box *regardless of size
(Provide a complete detail of all costs and fees related to this recurring cost for an inventory of estimate 20,000 boxes (12W x 18L x 10H) . Include number of staff FTEs, staff's role, responsibility, hourly rate, total hours and duration (in weeks) and any general administrative and overhead costs. Supporting documentation should be provided on a separate page).

Retrieval Fee per box \$ 3.95

Unsuccessful Retrieval Fee per box \$ 0.00

Add Box to Inventory fee \$ 1.00

Re-file Fee per box \$ 3.50

Maintenance Fee \$ 0.00

Software Fee \$.02/kilobyte
(Indicate if this fee is a one-time setup fee or monthly recurring).

Report Capability and Fee \$ 0.00
(Provide a complete detail of all costs and fees related to report capabilities, if reports can be access through web access, and how often can they be access).

Transportation cost per Delivery/Pickup trip \$ 16.50 *includes 1st box
(Provide a complete detail of all costs and fees related to this cost. Supporting documentation should be provided on a separate page).

Routine -Next Day Transportation Cost \$ 12.50 *includes 1st box

Urgent Within 2 to 3 hrs Transportation Cost \$ 33.00 *includes 1st box
(Provide a complete detail of Service Level Agreement terms and associated costs. Supporting documentation should be provided on a separate page).

Destruction Cost \$ 5.50/box *includes retrieval, shredding
(Provide a complete detail of all costs and fees related to this activity. Indicate if cost is per box. Supporting documentation should be provided on a separate page).

Staging Cost \$ 0.00
(Provide a complete detail of all costs and fees to stage and review boxes. Supporting documentation should be provided on a separate page).

Box fee \$ 1.75 Standard box and lid

Permanent Withdrawal Fee per Box \$ 0.00

Data Entry fee \$ 1.25/box
(Provide a complete detail of all costs and fees associated with data entry. Supporting documentation should be provided on a separate page).

**REQUEST FOR PROPOSAL NO. 13-01162
Off-Site Record Storage Facility**

**FEE PROPOSAL FORM
Second One Year Option Term**

A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted as an attachment with the Fee Proposal Form.

Total Cost \$ 64,500.00
(Required Field)

From the above TOTAL, how much is proposed PROFIT? % 4
(Required Field)

From the above TOTAL, how much is proposed for GENERAL Administration and Overhead? % 10
(Required Field)


Authorized Signature

R4 Services LLC
Name of Company

Trisha Rooney Alden / President
Printed Name and Title

June 27, 2013
Date

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE.



June 27, 2013

(RFP) #13-01162

Chicago Housing Authority Detail Breakdown of Pricing and Clarification

Proposed annual Costs for Year 1: \$64,500.00

Total Storage and Services per month: \$5,375.00

Monthly Services Costs: R4 will bill approximately \$1,375 per month in service fees based on activity in the range of 5 box retrievals/re-files/new boxes per day.

Monthly Storage Cost: R4 will bill CHA for the actual amount of boxes regardless of size at \$0.20 per box per month. ****\$0.02/box reduction because of increased volume**

Retrieval fee per box is \$3.95 and applies only after the retrieval of 5 boxes per day.

Adding boxes to the inventory is \$1.00 and applies after 5 new boxes picked up per day.

Destruction Cost is \$5.50 per box. This fee includes the retrieval of a box from the record center shelf and permanently removed from our data base as well as the shredding of the contents.