



Boone County Purchasing
613 E. Ash St, Room 110
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

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Bid Data

Bid Number: **45-22AUG19**
Commodity Title: **Records Shredding and Disposal Services -Term & Supply**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, August 22, 2019**
Time: **2:00 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St, Room 110
Columbia, MO 65201
Directions: The Annex Building is located on the Northwest corner of 7th Street and Ash Street. Enter the building from the south side. Wheel chair accessible entrance is available on the south side of the building.

Bid Opening

Day / Date: **Thursday, August 22, 2019**
Time: **2:00 PM**
Location / Address: Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Attachment 1 to Response Form
Statement of Bidders Qualification
Standard Terms and Conditions
No Bid Response Form
E-Verify
Work Authorization Certification
Certification Regarding Debarment

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with the County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [48] hours in advance of the bid deadline. Bids, addenda, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new Bid Closing date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply contract resulting from this bid will have an initial term effective **November 1, 2019 through October 31, 2020** and may be renewed at the Purchasing Director's discretion for **up to four (4) one-year renewals** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.8. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", seeks bid offers from individual(s) or organization(s) to provide **Records Shredding and Disposal Services** as needed, and as specified herein. **Paper Recycling is included as an option.** Current offices utilizing the services are outlined within; this is a term and supply contract and offices may be added or dropped throughout the contract period.
- 2.1.1. All service requests will be placed on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. Additionally, the County reserves the right to request shredding, disposal and recycling services from other vendors when the County deems it necessary.
- 2.2. **CONTRACT DURATION** – This contract shall be a Term and Supply, effective from **November 1, 2019 through October 31, 2020** and shall have the option for renewal up to **a maximum of four (4) 12-month periods**, each to be exercised separately at the discretion of the County.
- 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items quoted on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are not provided, then prices shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months *from the date of final expiration or termination* if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order volume for any services listed in the contract or otherwise available to the County.
- 2.7. **MINIMUM TECHNICAL SPECIFICATIONS FOR SHREDDING**
- 2.7.1. **Paper Products - Mobile Shredding On-Site throughout the Year**
- 2.7.1.1. **Courthouse, Circuit Clerk, 705 E. Walnut Street, Columbia, MO 65201**
- Courthouse will call for appointment (call-basis) about every three (3) weeks.
 - Contractor provides ten (10) 95-gallon locking rollers and one (1) 64-gallon roller
 - County personnel gathers the paper and locks it
 - Contractor backs up to Courthouse loading dock and shreds
- 2.7.1.2. **Sheriff, 2121 E. County Drive, Columbia, MO 65202**
- Contractor provides three (3) 95-gallon locking rollers
 - Contractor schedules an automatic every 2-week pickup (not by call-basis). Contractor shall call the Sheriff Department to notify when they are coming.
 - County personnel gathers the paper and locks it
 - Contractor backs up to Sheriff loading dock and shreds
 - Sheriff personnel will observe the shredding process
- 2.7.1.3. **Joint Communications, 2145 E. County Drive, Columbia, MO 65202**
- Contractor provides one (1) 95-gallon locking roller

- Joint Communications will call for appointment (call-basis).
 - County personnel gathers the paper and locks it
 - Contractor shall pull to the front of the building, enter building and greet receptionist who will call staff to escort them to obtain roller.
 - Joint Communications personnel will observe the shredding process
- 2.7.1.4. **Collector, 801 E. Walnut Street, Columbia, MO 65201**
- Contractor provides two (2) 95-gallon locking rollers that are left year-round with office; office calls when ready to shred on-site.
 - Collector staff call Contractor to make an appointment.
 - On-site 2-3 times a year.
- 2.7.1.5. **Boone County Clerk, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Contractor provides three (3) 95-gallon locking rollers
 - Clerk will call for appointment (call-basis)
 - County personnel gathers the paper and locks it
 - Contractor backs up to Clerk loading area and shreds
 - Clerk personnel will observe the shredding process
- 2.7.2. **ANNUAL ONCE A YEAR PURGE – SHREDDING**
- 2.7.2.1. **Assessor, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Assessor does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - Four (4) 95-gallon rollers are provided by Contractor.
- 2.7.2.2. **Legal, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Legal does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - One (1) 95-gallon roller is provided by Contractor
- 2.7.2.3. **Prosecuting Attorney, Boone County Courthouse, 705 E. Walnut Street, Columbia, MO 65201**
- Prosecuting Attorney does an annual purge. They call Contractor to make an appointment.
 - Off-Site once a year
 - Up to fifty (50) 95-gallon rollers are provided by Contractor
 - Prosecuting Attorney personnel will observe the Contractor loading the files for offsite shredding
- 2.7.2.4. **Boone County Clerk, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201**
- Clerk does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - Three (3) 95-gallon rollers are provided by Contractor
 - Clerk personnel will observe the shredding
- 2.7.2.5. **Sheriff, 2111 County Drive, Columbia, MO 65202**
- Sheriff does an annual purge. They call Contractor to make an appointment.
 - On-site once a year
 - Five (5) 95-gallon rollers are provided by Contractor. The truck backs up to the ramp and the Sheriff staff keep taking those five containers in and refilling them until they have finished shredding 150 banker boxes full of paper.
- 2.7.2.6. **Collector, 801 E. Walnut Street, Columbia, MO 65201**
- Collector does an annual purge each March/April. They call Contractor to make an appointment.
 - On-site once a year
 - Three (3) 95-gallon rollers are provided by Contractor.

2.7.3. **Paper Products - Off-Site Shredding**

2.7.3.1. **Government Center, 801 E. Walnut Street, Columbia, MO 65201**

- Contractor provides six (6) 95-gallon locking rollers
- Contractor schedules an automatic once a month pickup (not by call-basis). Contractor shall call the Government Center to notify when they are coming.
- County personnel gathers the paper and locks it
- Contractor trades out locking rollers to shred off-site

2.7.3.2. **Children’s Services, 605 E. Walnut, Suite A, Columbia, MO 65201**

- Contractor provides one (1) 64-gallon locking roller
- Children’s Services schedules when full, approximately 3-4 times a year
- County personnel fathers the paper and locks it
- Contractor trades out locking roller to shred off-site

2.7.3.2. **Option for Courthouse to shred off-site rather than on-site:**

Courthouse, Circuit Clerk, 705 E. Walnut Street, Columbia, MO 65201

- Courthouse will call for appointment (call-basis) about every three (3) weeks.
- Contractor provides ten (10) 95-gallon locking rollers and one (1) 64-gallon roller
- County personnel gathers the paper and locks it
- Contractor trades out locking rollers to shred off-site

2.7.4. **Electronic Removable Media - Mobile Shredding On-Site**

2.7.4.1. Electronic Removable Media shall include CDs, DVDs, diskettes, videotapes and magnetic media such as reel to reel, LTO, IBM tapes.

2.7.4.2. Currently no office is using on-site mobile shredding services but would like this option.

2.7.5. **Electronic Removable Media - Off-Site Shredding**

2.7.5.1. Electronic Removable Media shall include CDs, DVDs, diskettes, videotapes and magnetic media such as reel to reel, LTO, IBM tapes.

2.7.6. **Hard Drive - Mobile Shredding On-Site** – Contractor brings mobile shredder on-site to shred hard drives.

2.7.7. **Hard Drive - Mobile Shredding Off-Site** – Contractor collects the hard drives from departments, transports to facility and shreds off-site.

2.7.8. **General Specifications for Record Shredding**

2.7.8.1. The contractor shall shred and dispose of records which shall include, but not necessarily be limited to, any or all of those items listed on Attachment 1. For purposes of this document, “records” shall be used to define those items to be shredded.

2.7.8.2. The contractor shall collect all records from an identified location, weigh all records using a certified scale, shred completely, and provide the County with a Certificate of Destruction and weigh ticket. At a minimum, the Certificate of Destruction must include the name and address of the County department, date of service, description and weight of records shredded, service representative name, and truck number.

2.7.8.3. The contractor shall shred all records to a maximum size of no greater than particles one square inch. However, if requested by the County and if the contractor is capable (as specified on the Response Form), the contractor shall shred records to a maximum size of 5/16”.

2.7.8.4. In the event the contractor shreds the records on-site, the contractor shall clean up the immediate shredding area and ensure that all loose material particles are collected and removed each time shredding services are performed.

2.7.8.5. In most cases, records to be shredded will be in boxes in a locked storage area for each County facility. Contractor, accompanied by a County designee if situation warrants, shall transport the records on carts or other method from each storage area to the contractor’s truck on-site. The contractor shall load and unload all records without assistance from County personnel.

- 2.7.8.6. The contractor shall handle and transport all records in covered containers to ensure that no record is lost or mislaid enroot.
- 2.7.8.7. If requested, the contractor shall remove and/or dispose of all cardboard boxes that were used to contain the records. The contractor is encouraged to reuse or recycle all cardboard boxes.
- 2.7.8.8. Confidentiality: Due to the sensitivity of the records being shredded, the contractor shall not disclose any information obtained from the records in the event the contractor observes any such records during the course of pick up and shredding. As the need for confidentiality dictates, and as determined solely by the County, the contractor shall agree and understand that either of the following may be required:
 - 2.7.8.9. The County designee shall witness the destruction of the confidential records.
 - 2.7.8.10. The contractor shall submit a letter to the applicable County department guaranteeing that the confidentiality of all such records were maintained from the time of collection until the records were shredded and that none of the records were read or copied by the contractor or contractor's personnel prior to such destruction.
 - 2.7.8.11. The contractor and each of the contractor's employees assigned to work with confidential records must have a security clearance approved by the County and sign a statement of confidentiality guaranteeing non-disclosure of information in order to provide service under the contract.
 - 2.7.8.12. The contractor must recycle those shredded records that are recyclable.
 - 2.7.8.12. Cross-cut shredders must be used rather than the strip-cut shredders, also known as straight-cut or spaghetti-cut which are not considered secure.

2.7.9. **OPTION 1 – RECYCLING**

(County may or may not award Option 1. Vendor should still bid on shredding even if they do not provide recycling).

MINIMUM TECHNICAL SPECIFICATIONS FOR RECYCLING

- 2.7.9.1. **Mixed Fiber Collection (Paper Products) Recycling:**
Mixed fiber should include cardboard, office paper, newspaper and inserts, catalogs and magazines, phone books, brown paper bags, boxboard and chipboard.
Contractor hauls away office paper products for recycling, collected by County departments and emptied into vendor supplied recycling rollers, as needed.
- 2.7.9.2. **Recycled Containers:** The Contractor shall provide, if County requests, 95-gallon recycling containers (locking with lids and wheels) and empty as needed. Containers will be provided at no charge.
- 2.7.9.3. Attach to bid a list of those products NOT appropriate for recycling. That list will be posted on the departments individual recycling bins as a reminder.
- 2.7.9.4. **Annex Building**
 - Contractor provides **1 unlocking roller.**
 - County Representative calls to schedule pickup

Government Center

- Contractor provides **10 locking rollers**
- Contractor has a schedule for automatic pickup every three weeks. Vendor calls County personnel from the loading dock and then trades out the rollers.

Courthouse

- Contractor provides **3 locking rollers**
- County Representative calls for pickup when rollers are full

Public Works

- Contractor provides **1 unlocking roller**
- County Representative calls for pickup when roller is full (about 1-2 times a year).

Emergency Communication Center

- Contractor provides **1 unlocking roller.**
- County Representative calls to schedule pickup

Children's Services

- Contractor provides **1 unlocking roller.**
- County Representative calls to schedule pickup

2.7.9.5. Based on previous history, it is anticipated that Contractor will pick up 1,000 pounds of paper year (12,000 annually). There will be an average of eight (8) pickups per month with an average of 300 containers annually that are switched out by the Contractor.

2.7.9.6. County is generating 3,500 pounds of loose cardboard per year for Contractor to pickup. County does not bale cardboard.

2.8. General Specifications for all Services

2.8.1. The contractor shall perform all services to the sole satisfaction of the County as specified herein.

2.8.2. The contractor shall understand that County department representatives may, at any time throughout the contract, accompany the contractor during any collection, hauling, weighing, or shredding process being conducted by the contractor. The contractor shall not restrict or in any way limit the County's right or ability to oversee any and all services provided by the contractor.

2.8.3. The contractor shall perform services for each applicable County facility on an 'as needed basis', or if mutually agreed upon between contractor and County department(s), on a regular scheduled basis.

2.8.4. The contractor shall provide the services by no later than five (5) working days after a request for service is made, or by the date mutually agreed upon between the requesting County department and the contractor. Each County department will request services by telephone, fax, e-mail or other method as agreed upon between the contractor and each County department. In addition, when bins are requested for annual purge, they must be provided within five (5) working days.

2.8.5. The contractor shall understand and agree that the County requires flexibility in the arrangements and methods for the collection of records on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with each County department and designee in seeking and obtaining the best arrangements and methods of collection.

2.8.6. If requested by the County, the contractor shall supply locked security containers for the collection of records in the size(s) and quantity specified by the applicable County department. The contractor shall provide all containers free of charge.

2.8.7. Each container supplied shall have a drop-slot and a key-locked dead bolt. The contractor shall place each container in the location requested by the County, provided that placement is in accordance with applicable fire codes.

2.8.8. The contractor shall clearly mark containers for their intended use.

2.8.9. The contractor shall not limit the number of containers at any particular County site. The County designee shall notify the contractor if it is determined that different sizes or additional containers are required. The contractor shall coordinate and work in good faith with each County department and designee in determining the number and size of containers required.

2.8.10. The contractor shall retain ownership of the containers and shall agree that the County will not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the contractor.

2.8.11. The contractor's personnel assigned to perform services under the contract must, at all times, wear a photo ID badge and uniform which reflects the contractor's company name.

2.8.12. The confidentiality statement shall be designed, implemented, and maintained by the contractor. If requested, the contractor shall replace any personnel with whom the County is not satisfied.

2.8.13. The contractor shall furnish all material, labor, vehicles, equipment, and supplies necessary to perform the services required herein.

- 2.8.14. Cross-cut shredders must be used rather than the strip-cut shredders, also known as straight-cut or spaghetti-cut which are not considered secure.
- 2.8.15. **INSURANCE REQUIREMENTS:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.8.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.8.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.8.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.8.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

- 2.8.15.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.8.15.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8.15.7. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.8.16. **BILLING AND PAYMENTS FOR SHREDDING** – Invoicing- Contractor shall submit an invoice by no later than the 15th day of the following month to each participating County department for which services were provided during the previous month. Each invoice shall be itemized by date of service, number of pounds of records shredded, the applicable fixed price per pound, and the total invoice amount. The applicable fixed price per pound shall be determined based upon the total weight of the shredded records. Payments- For each trip to a County department, the Contractor shall be paid for each pound of records shredded in accordance with the applicable fixed price stated on the Response Form. Each County department shall be solely responsible for payment of only those services requested by that County department.
- 2.8.16.1. **BILLING AND PAYMENTS FOR RECYCLED PAPER PRODUCTS** – A once a month invoice for recycling shall be submitted to the County. Submit invoice to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.
- 2.8.17. **BID CLARIFICATION** – Any questions or clarifications concerning bid documents should be addressed to Melinda Bobbitt, CPPO, CPPB, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Telephone (573) 886-4391; Fax (573) 886-4390; Email- mbobbitt@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, bidder must submit his/her Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in the Bid Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. County will not be responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in the County Purchasing Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing, stating reasons for not bidding, that Bidder's name may be removed from the database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The sole purpose in the evaluation process is to determine from among the Responses received which one(s) are best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in County's judgment the Contractor selected appears to offer the best overall solution for current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - Submitted responses will be evaluated in relation to all aspects of this Bid. County reserves the right to award to one or multiple service providers in order to obtain an award solution that best meets the County's needs at the lowest possible cost. If bidder elects to submit an "All or None" bid, it must be clearly stated in the bidder's Bid Response. If this statement is not included, and County elects to make award of one category to bidder and bidder declines, that bidder's response will be disqualified.
- 3.5.2. **Acceptability** - County reserves the sole right to determine whether goods and/or services offered are acceptable for its use.
- 3.5.3. **Discrepancies** - In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, if bidder quotes other than 'per pound', a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification/deviation or to disqualify the bid for that line item if the unit of measure modification/deviation is not deemed appropriate or in the best interest of the County.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____ City/Zip: _____

4.3. Phone Number: _____ Fax Number: _____

4.4. E-mail: _____

4.5. Federal Tax ID: _____

() Corporation _____

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.6. **PRICING- RECORDS SHREDDING, DISPOSAL AND RECYCLING SERVICES:** The bidder shall provide a firm, fixed price per pound of shredded records in each weight category for the original contract period and maximum ‘not to exceed’ prices for each potential renewal period, in accordance with the provisions and requirements of this RFB. *Items for shredding and disposal shall include, but not be limited to, those items in Attachment 1.* All costs associated with providing the required services shall be included in the stated prices. Certificates of Disposal are required for on-site and off-site record disposal.

NOTICE TO BIDDERS: County reserves the right to award to one or multiple service providers if deemed to be in the best interest of the County. If bidder elects to bid only for “All or None”, it must be clearly stated in your Bid Response. Refer to Response Presentation and Review, 3.5.1.

4.7. **Shredding:** The bidder shall shred all records to a maximum size of no greater than particles one square inch. Will bidder have capability of shredding records to a maximum size of 5/16”? County may request this shredded size if situation warrants and bidder is capable: Yes _____ No _____

(A)

Paper Products - Mobile Shredding On-Site: The Contractor shall bring a mobile shredder and perform the shredding on site. Complete pricing for this service below.

Weight Category	Original				
	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
0 – 500 lbs	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb
Over 500 lbs	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb

(B)

Paper Products - Off-Site Shredding: The Contractor shall haul away the locked and unlocked containers and shred off-site. Complete pricing for this service below.

Weight Category	Original				
	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
0 – 500 lbs	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb
Over 500 lbs	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb	\$ _____ /lb

(C)

Electronic Removable Media - Mobile Shredding On-Site: Contractor brings mobile shredder on-site to shred electronic media.

	Original				
	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
Price per LB:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(D)

Electronic Removable Media - Off-Site Shredding: Contractor collects the electronic media from departments, transports to facility and shreds off-site.

	Original				
	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
Price per LB:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(E)

Hard Drives - Mobile Shredding On-Site: Contractor brings mobile shredder on-site to shred hard drives

	Original				
	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
Price per each:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(F)

Hard Drives – Off-Site Shredding: Contractor collects the hard drives from departments, transports to facility and shreds off-site.

	Original				
	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
Price per each:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(G)

Recycling of Mixed Media (Paper Products): Contractor hauls away office paper products for recycling, collected by County department and emptied into vendor supplied recycling bins, as needed. Provide a monthly lump sum cost

Original	Contract Period	1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal
\$ _____/month	\$ _____/month	\$ _____/month	\$ _____/month	\$ _____/month	\$ _____/month

Describe how cardboard is handled. Is it to be broken down and set beside the recycled containers?

4.8.

4.9. List the address of the **disposal location** where shredded documents will be disposed:

4.10. Will you be performing the **criminal background checks** on employees who will be performing shredding and disposal services for Boone County? If yes, what agency will perform

the criminal background check?

4.11. Are those employees who will be performing shredding and disposal services for Boone County **bonded and insured**? Please describe:

4.12. Will you honor the services described in this bid at the prices quoted for **cooperative purchase** by other entities who participate in cooperative purchasing with Boone County?

_____ YES _____ NO

(A negative response to this question will not affect evaluation of your bid for services to Boone County)

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

Authorized Representative (Sign by Hand): _____

Type or Print Signed Name

Date of Signature: _____

ATTACHMENT 1

<p>White and Color Paper and cardstock (All grades and colors), including, but not limited to these listed in the space to the right-</p>	<ul style="list-style-type: none"> • Copier paper • Computer Paper • Fax paper • Ledger paper • Card Stock • NCR forms (carbonless) • Road maps
<p>All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to these listed in the space to the right-</p>	<ul style="list-style-type: none"> • Regular 10# • Window • Kraft (brown) • White
<p>Adding Machine Tape</p>	
<p>Post-it notes</p>	
<p>File Folders (Manilla)</p>	
<p>Copier paper (Ream) Wrappers</p>	
<p>Confidential materials</p>	<p>Boxed and marked as confidential</p>
<p>Newsprint Paper/Publications and Books or Bound materials, regardless of quality of paper or type of binding, including, but not limited to these listed in space to the right-</p>	<ul style="list-style-type: none"> • Newspapers • City Telephone Books • State Telephone Books • MO. State Statute Books and Revisions
<p>Glossy and Coated Paper, including, but not limited to these listed in space to the right-</p>	<ul style="list-style-type: none"> • Photographs • Blueprints • Magazines • Catalogs • Junk Mail • Sales Literature & brochures • Calendars • Publications
<p>Non-paper items, including, but not limited to these listed in space to the right-</p>	<ul style="list-style-type: none"> • Microfilm • Microfiche • X-Rays • Staples • Spiral and GBC (Plastic Comb) Bindings • Paper clips • Rubber bands

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____

10. Have you ever defaulted on a contract? _____ If so, give details: _____
11. List of contracts completed within the last four years, including value of each: *See Exhibit A next page*

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration’s Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

“No Bid” Response Form

Boone County Purchasing
613 E. Ash St, Room 110
Columbia, MO 65201
Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 45-22AUG19 – Records Shredding and Disposal Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date