DOCUMENT SHREDDING SERVICES

April 20, 2023

INVITATION FOR BID



City of Lancaster City Clerk's Office P.O. Box 1149 216 S. Catawba Street (29720) Lancaster, SC 29721

Purpose:

The City of Lancaster is soliciting sealed bids from qualified vendors to provide the City with monthly onsite shredding services for the City's confidential documents for various City Departments. The term of this agreement will begin on July 1, 2023 and end on June 30, 2026. Any anticipated cost increases must be clearly stated for the contract period.

Bid Preparation and Submission:

- All bid responses shall be prepared and submitted on the forms enclosed, unless otherwise noted.
- Bid prices are to remain firm for the period stated in the bid documents.
- The City assumes no responsibility for unmarked or improperly marked envelopes.
- The City will not be responsible for any costs incurred by any bidder to respond to this bid request.
- Mail or deliver to the address noted in this IFB. The City is not responsible for delays due to the bidder's choice of delivery service (USPS, UPS, FedEx, etc.).
- Electronic (email) or facsimile submissions will not be accepted.
- Bids not received by the time and date specified will not be opened or considered unless the delay is the result of the City or its agents.

One copy of the bid must be provided in a sealed envelope clearly marked "Response: Document Shredding Bid # 683-04-20-05-04-23" by 3:00 p.m. on Thursday, May 4, 2023. Electronic (email) or facsimile submissions will not be accepted, and late submittals will be rejected. All questions must be in writing and directed to Tracy Rabon at trabon@lancastercitysc.com

Proposals should be submitted to:

Tracy Rabon, City Clerk P.O. Box 1149 Lancaster, SC 29721

Physical address: 216 S. Catawba Street Lancaster, SC 29720

Errors in Bid

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a bid. Failure to do so will be at the Bidders own risk. The City reserves the right to waive any informalities, technical defects, and minor irregularities in bids received.

Award Criteria:

The City shall award the bid to the bidder who submits the lowest responsible and responsive bid taking into consideration past performance, and compliance with stated terms, conditions, and specifications. The City reserves the right to reject any or all bids, and to accept any bid submitted that best meets the needs of the City in the sole judgement of the City.

Compliance:

The successful bidder shall obtain and maintain all licenses, permits, liability insurance, workers compensation insurance, and comply with all other standards or regulations required by federal, state, county or City statute, ordinances, or rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in a purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

Suspension and Debarment:

The bidder certifies, by submission of this proposal, that neither it nor its principal are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal, state or local agency. Where the bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this bid.

Subcontractors

The awarded company agrees that they shall not delegate, subcontract or assign all or any portion of the project to any third party without the express written consent of the City Administrator.

Confidentiality

Confidentiality of all information is required. All documents designated for destruction shall be securely contained during transfer from the City Department to the contractor's vehicle in such a way as to ensure that no records are lost or mislaid. Materials shall remain secured while in the immediate custody of the contractor's personnel until they are shredded.

Contractor and all personnel shall not inspect, view, copy, or examine any confidential material or documents designated for shredding or disposal. In addition, contractor and all personnel will not otherwise disclose, release or communicate any confidential information to any third party, person, organization or entity. Should any violation or breach of this provision occur, the contractor must notify the City of any violation or breach. Unauthorized release of documents will not be tolerated and is cause for immediate termination of the contract.

Contractor shall maintain confidentiality in accordance with industry standards and in compliance at the federal level with current regulations of the Health Insurance Portability and Accountability Act (HIPPA). Contractor must be National Association for Information Destruction (NAID) AAA certified and must maintain all security requirements set forth by NAID. Contractor may be required to provide proof of this certification to the City.

Insurance

- Bidder will provide in a form acceptable to the City, certificates of Worker's Compensation Insurance, and General Liability Insurance commensurate with the type of work performed when required by the City. The City will be listed as an additional insured.
- Contact Safety Manager, Tim Harper at 803-320-3005 or tharper@lancastercitysc.com for questions regarding limit requirements.

City Business License

The successful bidder must possess or obtain a City of Lancaster business license. Such business license is required to be maintained throughout the duration of the contract. Contact Karen Proctor, Business Licensing Specialist at 803-289-1462 or kcproctor@lancastercitysc.com to obtain a business license or for any business licensing related questions. All cost for required bonding, permits, licenses, etc. shall be done by the respondent. The City reserves the right to hold payment of goods/services until a City Business License is received.

Invoicing and Payment

The successful bidder shall be paid upon submission of proper invoices to the City of Lancaster Accounts Payable Department, P.O. Box 1149, Lancaster, SC 29721 at the price stipulated on the contract. Invoices shall contain the Purchase Order Number and are to be submitted by the company shown on the Purchase Order.

Illegal Immigration

The bidder certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide the City of Lancaster any documentation required to establish either; (a) the applicability of such law to the contractor and subcontractors; or (b) the compliance with this law by the contractor and any subcontractors.

Conflict of Interest

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lancaster. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest in the bidder's firm or any of its branches.

MWBE Statement

It is the policy of the City of Lancaster to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. It is also the policy of the City of Lancaster to prohibit discrimination against any person or business in pursuit of these opportunities based on race, color, sex, gender, national origin, religion, age, disability, marital status, sexual orientation, gender identity, genetic information, or other legally protected classifications.

Indemnification

The successful Bidder shall indemnify and hold the City of Lancaster harmless from and against all liability, loss, damages or injury, and all cost and expenses (including attorney's fees and cost of any suit related thereto), suffered or incurred by the City, to the extent arising from the Bidder's or its Contractors negligent acts or omission, or breach of any term, covenant, representation, or warranty of this Agreement

Freedom of Information Act

All bids will be public information, per the Freedom of Information Act (FOIA) guidelines.

Non-Appropriation of Funds

This agreement shall be subject to the availability and appropriation of funds by Administration and City Council.

Excluded Bidders

Bids from companies may be excluded for any of the following reasons:

- Reason to believe collusion exists among companies
- The company is involved in any litigation against the City
- The company is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Local Purchasing

Bidders submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

It is the intent of the City of Lancaster to promote the use of local businesses within the local Lancaster City/County area when possible. For purposes of determining the lowest responsible bidder on any qualifying contract valued at \$10,000 or above, the City shall evaluate any bid submitted by a local vendor by discounting its bid by up to 2% of its actual bid amount.

Local Purchasing adjustment factors can not apply to (a) Federally Funded Projects, (b) State Funded Projects where the state restricts the use of local preferences under such circumstances; or (c) the projects funded by Bond proceeds where ethe Bond covenants restrict the manner of procurement.

Customer Service

Please remember, although you are a contracted City service, you represent the City of Lancaster during all work performed. The City of Lancaster expects it contractors to be courteous and helpful to staff as well as our citizens. Company Uniforms must be worn at all times and employees are to look and act professional at all times.

The City of Lancaster reserves the right to cancel any contracts, agreements, purchasing or distribution, etc. if they feel the project or purchasing may be in jeopardy due to the contractor's employee(s) history which may lead to ethical issues while working with the City.

Scope of Services

- Contractor shall be responsible for providing all materials, labor, services and equipment required
 to perform confidential document shredding services and provide lockable security bins and/or
 other related equipment at the following locations as described below
 - o City Hall, 216 S. Catawba two (2) 96 Gallon Security Bins
 - Police Department, 405 East Arch Street two (2) 64 Gallon Security Bins and one (1)
 Executive Console
 - o Solid Waste Department, 1309 Lynwood Drive (1) 64 Gallon Security Bin

- Containers shall be constructed to prevent theft of materials by reaching in. Containers must be
 constructed so as not to allow documents to slip out once they have been placed in the container.
 Containers must have a tamper evident locking system.
- Confidential document destruction shall be completed in a manner that the information is totally unrecoverable and in accordance with the Internal Revenue Service (IRS) Physical Security Standards Institute (ANSI) standards.
- Unless otherwise noted any equipment bid shall be new, unused, of current production and standard to the manufacturer.

<u>Pricing Schedule</u> (Attach rate sheet if applicable)

Any resulting contract shall be based on the fees below. Pricing shall be all-inclusive for the service, including but not limited to container rental, time at location, labor, transportation, etc. Any bidder entering a \$0 or leaves it blank may be considered nonresponsive.

At various times during the year, there may be a need for additional purge shredding. Purge shredding is defined as shredding service where the materials that need to be shredded are not stored in contract bins, e.g. a department needs to shred twenty (20) banker boxes of paper.

Purge shredding is to be priced per box based on standard Banker Box Dimensions of 10"x 12"x15".

THIS AND PREVIOUS PAGES DO NOT NEED TO BE RETURNED

BID On-Site Document Shredding

Submittal Deadline May 4, 2023 by 3:00 P.M. EST

In compliance with this Invitation For Bids (IFB) and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated below.

By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

Company:		
DBA:		
Contact:		
Physical Address:		
Mailing Address (if different):		
Office/Cell Number:		
Email:		
Printed Name:	Title:	
Signature:	Date:	

Container	Monthly	
96 Gallon Security Bin	\$	/ea.
64 Gallon Security Bin	\$	/ea.
Executive Console	\$	/ea.
On-Site Purge Shredding (as needed)	\$	/per box

Any Deviations or Additional Charges/Fees should be noted below. (Please Print or Type)		