

**V.A.L.U.E. SPECIFICATIONS
FOR CONFIDENTIAL SHREDDING SERVICES
ON-SITE**

NOTE: BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THE BID AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. **MUST** BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **FIVE WORKING DAYS** PRIOR TO BID OPENING. REQUESTS RECEIVED AFTER THAT TIME **WILL NOT** BE CONSIDERED.

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE. **AMENDMENTS WILL BE POSTED TO THE WAUKESHA COUNTY PURCHASING WEBSITE (<https://purchasing.waukeshacounty.gov>).** BIDDERS ARE RESPONSIBLE FOR CHECKING THIS WEBSITE FOR ANY FUTURE AMENDMENTS, ETC., PRIOR TO THE OPENING DATE. **IF AN AMENDMENT(S) IS/ARE ISSUED, THEY MUST BE ACKNOWLEDGED ON THE SIGNATURE PAGE BY PLACING THE AMENDMENT NUMBER(S) IN THE BOX LOCATED ABOVE THE SIGNATURE AREA. BIDDERS WHO DO NOT ACKNOWLEDGE THE AMENDMENTS MAY HAVE THEIR BIDS REJECTED.**

YOUR BID RESPONSE MAY BE SUBMITTED HARD COPY OR ELECTRONICALLY USING WAUKESHA COUNTY'S WEBSITE AND FOLLOWING THE DIRECTIONS CONTAINED THEREIN. **FAX OR EMAIL RESPONSES ARE NOT CONSIDERED ELECTRONIC RESPONSES AND WILL NOT BE ACCEPTED. IF YOU ARE UNABLE TO ACCESS THE INTERNET, CONTACT THE BUYER LISTED FOR A HARD COPY.**

BIDDERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS IN THE BID AND/OR SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE PURCHASING DIVISION. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTER OFFER AND WILL SUBJECT THE BID TO REJECTION.

General: It is the intent of this specification to describe the minimum requirements for confidential shredding and disposal services for participating V.A.L.U.E. agencies as identified herein. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide these services shall be furnished at the bid price and shall conform in quality and workmanship to that usually provided by the practice indicated in the Invitation to Bid.

V.A.L.U.E. is soliciting written bids for CONFIDENTIAL on-site shredding at various locations (Reference Attachment A). This also includes estimated annual volumes for each agency.

The need for confidential shredding ranges from monthly, to quarterly and/or semi-annually and on an "as-needed" basis. Nearly half of the total volume would be destroyed in one or two large volume shredding processes.

Bid Modifications: The Waukesha County Purchasing Division as the lead agency for V.A.L.U.E. has the sole authority for the modification of this specification and/or bid. Information provided verbally by any V.A.L.U.E. Agency official shall not be considered binding or relevant.

Questions Concerning Specifications: Any questions relative to interpretation of specifications shall be submitted in writing to the buyer, Diane Knoll, via fax (262.548.7668) or e-mail dknoll@waukeshacounty.gov within five (5) days of the date set for the opening of bids in order to be given any consideration. Oral answers will not be authoritative.

Services Provision: Bids will not be considered for Vendors who have previously failed to perform satisfactorily.

Award Authority: Award will be made to lowest responsible, responsive bidder who complies with the specifications and can meet the requirements. V.A.L.U.E.'s preference is to award the bid in the aggregate; however, we reserve the right to award by County, i.e., all cities, towns, villages, school districts, etc. that are located within that County, whichever is in its best interest.

Pricing:

Pricing must be firm for the first year term of the contract, approximately 2/12/2010 thru 2/11/2011. This contract may be extended by mutual consent for two (2) additional one-year periods with all terms and conditions remaining the same.

As noted previously, the preference is to award by aggregate, therefore, vendors are encouraged to quote a discount off the pricing quoted in the areas provided for receiving the entire award. **The discount, as well as the minimum stop charge, will be taken into consideration when evaluating costs.**

Note: Exact quantities cannot be determined, however, estimates are noted within. These estimates may be increased or decreased to meet the requirements of the each participating agency during the period of this contract. **A minimum is not guaranteed.**

Minimum Stop Charge:

A minimum stop charge per site will be allowed however, it shall be assessed in accordance with the following examples:

Example: Minimum stop charge is \$25.00.
Price per lb. is \$.05.
Contractor shreds 1,000 lbs. $$.05 \times 1,000 = \50.00 .
Minimum stop charge is met and applied. Total invoice is \$50.00.

-or-

Example: Minimum stop charge is \$25.00.
Price per lb. is \$.05.
Contractor shreds 250 lbs. $$.05 \times 250 = \12.50 .
Minimum stop charge is not met and applied. Total invoice is \$25.00.

NOTE: Minimum stop charges will be taken into consideration when making an award.

Waukesha County's Responsibilities: Participating Agencies will be notified by the Waukesha County Purchasing Division of award(s) and will be provided with the vendor's name, contact, the applicable pricing and the guidelines for the contract.

Professional Workmanship: Professional workmanship shall meet or exceed existing industry standards.

State Sales Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin Sales Taxes as the County exempt from payment of such taxes. State Statute No. 77.54(9a).

Special Conditions: Purchases by each participating agency are contingent upon the appropriation of funds by the governing bodies of each agency.

Contracting Authority: Each agency that is a party to this joint bid has authority to issue a contract and/or purchase order, make payments and handle disputes involving services to this jurisdiction.

There shall, however, be no obligation under this joint bid for the agencies to contract for the services specified.

Technical/Service Requirements: Supply all information requested. Check each section to verify that specifications are met. All exceptions or equivalencies must be fully explained or documented in the comments area provided.

Note: VR = Vendor Response

Comments: The comments field is restricted to 250 characters. If necessary, upload/add an additional document when submitting your response to provide additional information. **Be sure to label it with the bid number and reference the information back to the specification item number.**

Electronic Responses: Please note that if you are responding electronically, you must check either Complies or Does not Comply for every requirement listed. When you have finished, click on the Submit button at the bottom of the document. If you receive an error message, you did not complete all fields. Comments are optional.

Hard Copy Responses: Vendors who are submitting the documents manually must also check either Complies or Does not Comply for every requirement listed.

1	<p><u>Proven Experience:</u> Each bidder must complete these forms by reference and include them with their bid, which will certify that they are experienced with or meet the requirements of this specification. This will include information about your firm and the names of companies for which similar work was performed along with the name of a person to contact and their phone number. At a minimum, vendor must have been performing this service for at least three (3) years, or be certified by either ISO or NAID (National Association for Information Destruction). Evidence of certification must be included with your bid response.</p>	
VR	Complies	Does Not Comply

Comments		
2	<p>Background Checks: V.A.L.U.E. requires a complete and thorough background check by the successful vendor , hereinafter Contractor, at the Contractor’s expense on all personnel prior to starting any activity for the V.A.L.U.E. agencies. Contractor shall confirm in writing to the buyer that they have successfully conducted the background checks prior to the commencement of work and that Contractor will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken for V.A.L.U.E. This includes replacement personnel.</p> <p>At a minimum, resources to be checked should include, but are not limited to, civil (http://wcca.wicourts.gov/index.xsl) and criminal records (http://wi-recordcheck.org/index.html), Department of Transportation motor vehicle/licensing records (http://www.dmv.org/wi-wisconsin/departement-motor-vehicles.php). In order to do so, Contractor must obtain certain information for each of the Contractor’s employees expected to be performing work for V.A.L.U.E.. At a minimum, the information shall include full name (including middle initial), date of birth and social security information. Additional information that is helpful in completing background checks includes maiden name, sex, race, driver’s license number and issuing state and places of residence for the last three years.</p> <p>NOTE: If the individual has resided outside of the State of Wisconsin within the last three (3) years, you will have to do similar research within the state they resided in.</p> <p>All costs associated with the background checks are to be borne by the Contractor. All records received as a result of background checks are to be retained by the Contractor for a period of three (3) years after contract expiration.</p> <p>V.A.L.U.E. reserves the right to request the results of the background checks and/or to do additional background checks on their own.</p>	
VR	Complies	Does Not Comply
Comments		
3	<p>Employment Standards: The successful Contractor, agrees that trained, certified (where applicable) and competent employees shall perform the services required by this contract using industry-accepted standards. The Contractor agrees that upon request by the Agency, it will remove from the Agency’s premises any employee, who in the opinion of the Agency, does not follow proper conduct or appears to not be suited to perform the work assigned.</p>	
VR	Complies	Does Not Comply

Comments		
4	The successful bidder must be able to assure the V.A.L.U.E. Agency that all of their employees involved in the destruction process of agency materials are bonded.	
VR	Complies	Does Not Comply
Comments		
5	Employees assigned to perform work under this contract must wear a ID Badge and/or uniform of their company at all times and may be required to sign in and out on a log provided by the department.	
VR	Complies	Does Not Comply
Comments		
6	<u>Federal and State Safety Regulations:</u> Contractor shall comply with all federal and state safety regulation including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations.	
VR	Complies	Does Not Comply
Comments		
7	<u>Subcontractors:</u> If Sub-Contractors are used, V.A.L.U.E. will consider the responding Contractor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such sub-contractor arrangements. The Prime Contractor will be fully responsible for the acts, errors, and omissions of the Sub-Contractor. All subcontractors shall be held to the same Insurance provisions as noted in Insurance Requirements below. Additionally, the subcontractor shall comply with all requirements as stated in this specification.	
VR	Complies	Does Not Comply

Comments	
8	<p>Insurance Requirements: The successful Contractor shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract as noted below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to V.A.L.U.E. Such insurance shall be primary. Prior to execution of the written contract, the successful respondent shall furnish each participating agency with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty -(30) days advance notice of cancellation or non-renewal during the term of the agreement.</p> <p>General Liability Insurance - Policy shall provide coverage for Premises and Operations, Products and Completed Operations, Broad Form Property Damage Endorsement, Personal Injury and Blanket contractual coverage. Limit of liability not less than \$1,000,000 each occurrence and aggregate, \$1,000,000 Products and Completed Operations aggregate, and \$1,000,000 Personal Injury.</p> <p>Automobile Liability Insurance – Comprehensive Automobile Liability or Business Auto Policy Form covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limits of liability – combined single limit of \$500,000 each accident.</p> <p>Worker’s Compensation and Employers Liability Insurance - Statutory Worker’s Compensation Benefits and Employers Liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain Worker’s Compensation Insurance as specified above and Contractor shall submit evidence of the Worker’s Compensation Insurance required.</p> <p>The V.A.L.U.E. agency shall not be liable to Contractor or it’s employees for any injuries to Contractor’s employees arising out of the performance of work under this agreement. Contractor and its worker’s compensation insurance carrier agree to waive any and all rights of recovery from the V.A.L.U.E. agency for worker’s compensation claims made by its employees. The Contractor agrees that the indemnification and hold harmless provision within this contract extends to any claims brought by or on behalf of any employee of the Contractor.</p> <p>Inland-Marine Floater Insurance – Contractor shall carry sufficient All Risk Insurance on both owned and leased equipment at site of work and en route to and from site to fully protect him. Contractor shall require same coverage of his subcontractors. It is expressly understood and agreed that the V.A.L.U.E. agency shall have no responsibility therefore.</p> <p>Fidelity/Employee Dishonesty Insurance – Contractor shall carry employee fidelity/dishonesty coverage to cover dishonest acts of their employees and agents, including but not limited to theft of vehicles, materials, supplies, equipment, tools,</p>

	<p style="text-align: center;">money, securities, etc. which result in loss to the V.A.L.U.E. agency.</p> <p>Failure to submit an insurance certificate, as required, can make the contract void at the Agency's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by the Agency.</p>	
VR	Complies	Does Not Comply
Comments		
9	<p><u>Confidentiality</u> Specific to Waukesha County, the successful Contractor(s) shall establish and maintain procedures and controls for the purpose of assuring that information in records obtained from Waukesha County, or from others, in carrying out its functions under the contract, shall be considered confidential. Contractor and it's employees assigned to this account will be required to sign Attachment B, Waukesha County Confidentiality Agreement and Attachment C, Waukesha County HIPPA Agreement. Confidentiality and HIPPA agreements similar to Attachments B and C may also be executed at the option of each V.A.L.U.E. agency.</p>	
VR	Complies	Does Not Comply
Comments		
10	<p><u>Recycling Program:</u> Bidders are to include, with their bid response, an attachment that outlines any recycling programs as well as any rebates for same that may be credited to the requesting agency as an offset to the shredding costs they have in place for shredded materials. Cost of rebates should be indicated in the pricing document only.</p>	
VR	Complies	Does Not Comply
Comments		
11	<p><u>Payment/Invoicing:</u> There are some Agencies whose preference is to pay for goods on a credit card. Indicate in the pricing document whether you will accept MasterCard for payment purposes. Vendors should note how many days after receipt of invoice that payment must be processed to accept the credit card. Please keep in mind that we will not process payment until/unless goods have been received (or accepted if applicable).</p> <p>If you are unable to accept credit card, payment will be made within 30 days. Vendors who</p>	

13	If prior to the actual confidential shredding, should an agency require temporary storage for confidential records to be disposed of, the successful bidder must provide containers, at no additional cost (bins, barrels, sacks, or the like). These provisions must be of sufficient size to accommodate the needs of the respective department or agency, and must be secured with locking devices. Designated staff individuals within each respective department/division must be given keys for these locks containers.	
VR	Complies	Does Not Comply
Comments		
14	Locations: On-site confidential shredding must be done at any V.A.L.U.E. agency facility Monday through Friday, during the hours indicated on Attachment A. Exceptions being any V.A.L.U.E. Agency observed holidays.	
VR	Complies	Does Not Comply
Comments		
15	Schedules: Participating agencies and the successful bidder will develop destruction schedules on those shredding projects that can be pre-determined.	
VR	Complies	Does Not Comply
Comments		
16	Additional Services: Participating agencies reserve the right to request other shredding processes on as needed basis, and the successful bidder must complete the shredding of any such request within a one (1) week of notification from the agency or as mutually agreed to.	
VR	Complies	Does Not Comply
Comments		

17	Contractor's Equipment: The successful bidder must provide any and all equipment required to confidentially shred V.A.L.U.E. Agency materials, and must be able to bring that respective equipment to the appropriate V.A.L.U.E. Agency site.	
VR	Complies	Does Not Comply
Comments		
18	Sorting: V.A.L.U.E. Agency departments will not be required to sort materials (i.e. by color, paper type) earmarked for confidential shredding unless they feel it's warranted by benefiting from potential credits that may be given by the successful bidder. (If you are willing to provide credit to the agency if they sort materials, please indicate the percentage of discount you will credit on the pricing document only.)	
VR	Complies	Does Not Comply
Comments		
19	Material Prep: V.A.L.U.E. Agency personnel shall not be required to pre-prepare material. Documents may contain paper clips, rubber bands, binders, staples, etc. (If you are willing to provide credit to the agency if they prep materials, please indicate the percentage of discount you will credit on the pricing document only.)	
VR	Complies	Does Not Comply
Comments		
20	The successful bidder must have the capability to shred materials in pieces small enough that makes it impossible to read or reconstruct information.	
VR	Complies	Does Not Comply
Comments		

21	Witness: All confidential material to be shredded must be physically witnessed by a V.A.L.U.E. Agency representative during the entire shredding process.	
VR	Complies	Does Not Comply
Comments		
22	Certification of Destruction: The successful bidder shall provide a certificate of destruction to the respective department/division of each V.A.L.U.E. Agency, indicating the date of destruction, the type of record(s) shredded and signed by an authorized representative of the successful bidder. The V.A.L.U.E. Agency representative who witnessed the destruction process must further sign the certificate.	
VR	Complies	Does Not Comply
Comments		
23	Clean-up: The successful bidder shall clean the area daily to avoid unnecessary hazards. Upon completion of the project, the area shall be returned to its original condition. All shredded materials to be disposed of by Contractor.	
VR	Complies	Does Not Comply
Comments		
24	Boxes: If the Agency chooses to preserve/retain/reuse the records storage box there should be no additional charge to the Agency.	
VR	Complies	Does Not Comply
Comments		

25	Contractor will dispose of cardboard that is left over at the after purge jobs at no cost to the Agency.	
VR	Complies	Does Not Comply
Comments		

PROVEN EXPERIENCE

Name of Firm: _____

Number of Years in Business: _____

Number of Years performing similar services: _____

List the name of company, contact name and phone number for a minimum of three (3) references:

Reference 1:

Name of Company: _____

Contact Name: _____

Phone Number: _____

E-Mail: _____

Reference 2:

Name of Company: _____

Contact Name: _____

Phone Number: _____

E-Mail: _____

Reference 3:

Name of Company: _____

Contact Name: _____

Phone Number: _____

E-Mail: _____