



REQUEST FOR PROPOSAL (RFP) INVITATION
ONSITE SHREDDING OF CONFIDENTIAL MATERIALS
RFP# 09-025

Tarrant County College District (TCCD) outlines the following schedule:

RFP Release Date:	June 15, 2009
Deadline for Proposal Submission:	July 14, 2009 at 10:00am

There is no formal opening. Results will be made available, upon written e-mail request to mark.mcmillan@tccd.edu after a supplier, if any, has been selected.

Sealed proposals **must** be delivered to:

Tarrant County College District
Attn: Mark McMillan, Director of Purchasing
1500 Houston Street
Fort Worth, TX 76102

INFORMATION / REQUIREMENTS / PROCESS

1. Note that “bid” and “proposal” for purposes of this RFP have the same basic meaning. Further, references to “vendor”, “supplier” and / or “bidder” have the same meaning in singular or plural.
2. The sealed proposal must include at least **one (1) original and two (2) copies**.
3. The RFP number, bidder’s address, point of contact and phone number must be referenced on the packaging used to send the RFP response. Submission via e-mail is not acceptable.
4. TCCD encourages Minority and Women Owned Business Enterprise (MWBE) participation from certified Minority and Women Owned Business Enterprises (MWBEs).
5. The sealed bid proposal must meet all requirements as delineated in the attached proposal instructions, terms and conditions, scope of work and/or specifications. Failure to follow detail may result in disqualification.

6. Conditional clauses in a submitted proposal are not accepted.
7. TCCD, at its sole discretion, may sell products and/or services purchased under this RFP to students, faculty and employees.
8. If selected, suppliers will need to register with TCCD on line at <http://www.tccd.edu>. Click on "Business and Community" then "Vendor Application" under the section "Doing Business with TCCD". Registration is not to be construed as a commitment by TCCD to enter into a business arrangement.
9. Specifications and scopes of work that may refer to brand names and manufacturers are not intended to restrict competition, but are meant to indicate the quality of goods or services sought. Suppliers may bid an equivalent(s) provided the deviation(s) is clearly identified in the bid response. The final determination of equivalency lies solely with TCCD. It is not the intent of any instruction, term/condition, and scope of work or specification to prohibit a supplier from submitting a proposal.
10. The supplier must provide complete descriptive literature of the products or services proposed.
11. The proposal / bid form may be a specifically defined form incorporated herein and the supplier should use this form. If no specific proposal/bid form or format is provided for herein, the Supplier may use a form or format of choice ("free form").
12. Questions regarding this RFP must be in writing and e-mailed to Mark McMillan, Director of Purchasing at mark.mcmillan@tccd.edu. TCCD's Director of Purchasing is the only authorized source that can provide information regarding this RFP and such information will be in writing.
13. All disputes, claims, or lawsuits, if any, that may result from this RFP shall be addressed in Tarrant County, TX, without exception.
14. The supplier shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as it applies to performance under this RFP. By submission of a bid, the supplier acknowledges it intends to comply with the ADA. If the supplier does not comply with the ADA, TCCD reserves the right to suspend or cancel any such work under this RFP.
15. The supplier represents and warrants that all products and/or services furnished under this RFP shall comply with applicable federal, state and local laws, rules, regulations and ordinances. The supplier shall, at supplier's expense, give all required notices and secure all required permits necessary for performance hereunder.

16. TCCD is not required to award to the lowest bidder or to even select a supplier. However, if a selection is made ... and, inherent to other selection criteria depicted in this RFP, TCCD shall consider the following in accordance with Section §44.031(b) of the Texas Education Code:

Pricing	30	%
Supplier's Reputation	10	%
Quality of Goods / Services	15	%
Meets District Requirements	5	%
Supplier's Past Relationship w/TCC	10	%
Compliance with MWBE	5	%
Long Term Acquisition Costs	5	%
Other Relevant Factors as Described Herein (scope of work, specifications, availability, etc.)	20	%
Total:	100	%

17. TCC's Director of Purchasing, or a designated purchasing representative, will open all RFP submissions.

- a. Selection of a supplier(s) may or may not be made depending upon the results received and the overall requirements and needs of TCCD; the selection timeframe will vary depending upon the RFP and its complexity
- b. TCC reserves the right to select a supplier from a purchasing program recognized by the State of Texas as already satisfying the competitive bidding requirements (e.g. TXMAS, DIR, BuyBoard)
- c. TCCD may or may not opt to pursue a subsequent formal sealed RFP
- d. No final tabulations or information (except the list of participants) will be shared until TCCD has made a formal selection and only then by written request

18. Acceptance of a proposal/bid for consideration implies no obligation on the part of TCCD nor does the silence of TCCD imply approval or rejection of a bid. Should a supplier request information stemming from this RFP, the request must be formally requested in writing by e-mail to the Director of Purchasing, Mark McMillan (mark.mcmillan@tccd.edu).

19. TCCD reserves the right to reject any and all bids submitted and waive any and all formalities and conditions. TCCD is not obligated to advise those suppliers who are not selected for an RFP.

20. TCCD reserves the right to award to a single supplier, multiple suppliers or no supplier at all.

21. TCCD reserves the right to award by unit pricing, by quantity pricing, by package pricing, or by total pricing, whichever is deemed necessary to accommodate budgetary, operational, and/or specification requirements. In doing so TCCD may separate and accept or reject an item(s) as deemed necessary. If a supplier does not wish for its bid to be split in this manner the supplier must state in the RFP response that the proposal is submitted as an **“all or nothing”** bid.

22. A proposal/bid award, if any, will be through the issuance of a TCCD purchase order (PO) or blanket purchase order (BPO) and shall be governed by the general terms and conditions of purchase outlined on the TCCD PO/BPO document unless such terms and conditions are superseded by the content of this RFP (if terms are in conflict, the terms of the RFP will take precedence).

23. The final authority to approve or disapprove delivered products and/or services lies with TCCD.

24. In the event products and/or services are delivered that do not meet specifications or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to TCCD, on or before the promised date of delivery.

25. The supplier shall be responsible for all claims against the manufacturer for manufacturing defects.

26. The supplier shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TCCD.

27. Any correspondence regarding a TCCD PO, specifically an invoice, must include the PO number to ensure correct and timely processing. Invoices must reference TCC's PO number.

28. TCCD will not be responsible for products delivered or services rendered in advance of a supplier's receipt of a TCCD PO that had been signed by TCC's Director of Purchasing.

29. TCCD may require bank account information should an electronic payment system be employed to facilitate method of payment.

30. In the event of breach or default, TCCD reserves the right to enforce performance in any manner prescribed by law or deemed to be in the best interest of TCCD.

31. In the event the supplier fails to deliver the products and/or services as and when promised in the bid, TCCD reserves the right to proceed in any one or combination of the following ways:

- a. Cancel all or any part of the PO/BPO
- b. Return all or any part of the products and/or services delivered to date and charge the supplier for any loss or cost incurred as a result of the failure to deliver as promised

- c. Purchase all or any part of the products and/or services at current market price and charge the supplier the difference between the total of the market price, freight and the supplier's bid price

32. The supplier must notify TCCD immediately once it is known that products and/or services will not be delivered / rendered as promised.

33. The supplier must make every effort to protect property, personnel, students, and visitors in the delivery of products and/or services on any TCCD campus. Any personal injury or damage to property, on a TCCD campus, caused by the supplier's delivery of products and/or services must be reported to the applicable campus police department immediately. The supplier will be held responsible for all damages for injury and loss resulting from the supplier's delivery of products and/or services.

34. If TCCD, in the exercise of its best judgment, determines the supplier's process for the delivery of products and/or services is unsafe or hazardous to life or property, TCCD will suspend the process until the supplier takes corrective action. If this does not occur, or cannot occur, TCCD reserves the right to perform as indicated in section 31 herein.

35. Hazardous material(s) delivered to a TCCD campus for TCCD or supplier use must be preceded or accompanied by a current manufacturer's Material Safety Data Sheet (MSDS). TCCD reserves the right to refuse delivery of products and/or services for which an MSDS is not available.

36. No allowance will be made for a supplier's waste, loss, breakage, damage or difficulties.

37. Trash or refuse generated as a result of the operations or activities of the supplier delivering products and/or services will be properly disposed of by the supplier, at supplier's expense.

38. The supplier shall be responsible for all claims against a carrier for freight and/or drayage damage.

39. Insurance Requirements

- a. Rolling Owners Controlled Insurance Program (ROCIP) – where applicable, suppliers are required to comply with the TCCD's ROCIP. To access and download this information, go to www.tccd.edu, click on "Business and Community", then "Rolling Owners Controlled Insurance Program" under section Doing Business with TCCD.

- b. Minimum insurance requirements are (**proof of insurance is required**):

All companies to be rated A or better by A M Best's Rating Guide

Commercial General Liability Limits:

- \$2,000,000 General aggregate per this location / use
- \$2,000,000 Products – Complete Operations aggregate per this location / use
- \$2,000,000 Personal & Advertising Injury per this location / use
- \$2,000,000 Each Occurrence per this location / use

- \$2,000,000 Fire Damage (any one fire) per this location / use
- \$10,000 Medical Expense (any one person) per this location / use

Include 30 day notice of cancellation and material change.
TCC to be named as additional insured.

Automobile Liability Limits:

- \$2,000,000 Combined Single Limit

Include 30 day notice of cancellation and material change.
TCC to be named as additional insured.

School Leaders Legal Liability Limits:

- \$2,000,000 Aggregate per this location
- \$2,000,000 Each Occurrence per this location

Include 30 day notice of cancellation and material change.
TCC to be named as additional insured.

Worker's Compensation and Employer's Liability Limits:

- Worker's Compensation Statutory Limits
- Employer's Liability
 - o \$2,000,000 Each Accident
 - o \$2,000,000 Disease – Each Employee
 - o \$2,000,000 Disease – Policy Limit

Include 30 day notice of cancellation and material change.
TCC to be named as additional insured.

40. Certifications / Representations: The below document must be filled out and signed with no omissions, alterations in wording, conditional clauses or irregularities of any kind.

CERTIFICATIONS / REPRESENTATIONS FORM

DISTRIBUTOR, CONTINGENT FEE, TYPE OF BUSINESS and FRANCHISE TAX

The Supplier certifies that he (will ____, will not ____) be the actual distributor/provider of the goods or services for which this bid is submitted.

The Supplier certifies that he (has ____, has not ____) employed or retained any company or person (other than a full-time employee working solely for the Supplier) to solicit or secure this contract, and that he (has ____, has not ____) paid or agreed to pay any company or person (other than a full-time employee working solely for the Supplier) any fee, commission, percentage, or brokerage fee contingent upon award of this contract. Furthermore, the Supplier agrees to furnish information relating to the above requested by the Director of Purchasing, Tarrant County College District, including such amount of fee, percentage, commission, or other compensatory amount.

The Supplier certifies that he operates as; an individual ____; a partnership ____; an unincorporated firm ____; or corporation ____, incorporated under the laws of the State of _____.

The Supplier certifies that he is (subject to ____, exempt from ____) payment of Texas franchise taxes. If subject to franchise taxes he certifies that the Supplier's franchise taxes are current. By completing this portion of the form the Supplier acknowledges that making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

Date _____ Signature _____
Title _____ Printed _____

AUTHORITY TO SIGN

When the Supplier is an individual, a partnership, or unincorporated firm, and this Bid is signed by other than the owner or a partner, the following **MUST** be completed and signed by the owner, a partner, or if a limited partnership, the general partner.

I, _____, certify that I am _____ of _____, the firm identified as Supplier herein, and that _____, who signed this on my behalf, was duly authorized and empowered to sign and submit bids on behalf of me/my firm.

Date _____ Signature _____
Title _____ Printed _____

When the Supplier is a corporation and if this Bid is signed by other than a duly authorized officer of the corporation, the following must be completed and signed by a duly authorized officer of such corporation. Or a copy of the corporate authority of the individual signing the Bid to bind the corporation can be furnished with the Bid.

I, _____, certify that I am _____ of _____, the corporation identified as Supplier herein, and that _____, who signed this Bid was duly empowered by its Board to sign and submit bids binding upon the Corporation.

Date _____ Signature _____
Title _____ Printed _____

41.Felony Conviction Notification. The following form must be completed and signed.

Pursuant to the Texas Education Code (V.T.C.A. Education Code 44.034) (a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c) The section does not apply to a publicly held corporation. The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below concerning felony convictions has been personally and thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge. ___ my firm is a publicly held corporation; this reporting requirement is not applicable ___ my firm is not owned nor operated by anyone who has been convicted of a felony ___ my firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
Name(s) of Felon(s):
Detail(s) of Conviction:
Authorized Signature:
Printed Name & Title:

PLEASE COMPLETE THIS FORM

SUPPLIER INFORMATION

Company Name:

Company Address:

Contact Name:

Contact Title:

Contact Phone:

Contact Fax:

Contact E-Mail:

Certified MWBE?

Certifying Agency?

Expiration of Certification?

If you are a certified MWBE, please include a copy of your certification with this RFP.

SCOPE OF WORK / SPECIFICATION

1. Service representatives must be insured, bonded and uniformed with photo identification card.
2. Shredding must occur on site. Certificate of destruction must be provided.
3. The consoles / bins provided must be secure (locked).
4. Sensitive documents may include (examples):
 - Accounts Payables / Receivables
 - Invoices
 - Client / Customer Records
 - Admission Records
 - Registration Records
 - Student Records
 - Price Lists
 - Contracts
 - Personnel Records
 - Social Security Numbers
 - Payroll Records
 - Bank Accounts
5. Supplier must have the ability to shred:
 - Carbon Paper
 - Colored Paper
 - Computer Paper
 - Fax Paper
 - Glossy Paper
 - Invoice Paper
 - Laser Print
 - Ledger Paper
 - Letterhead
 - Stationary
 - Brochures
 - Transparencies
 - Post its
 - Window Envelopes
 - Microfilm
 - CD ROMS
 - DVDs
 - Video Cassettes
 - Plastic Credit and ID Cards

- Notebooks
- Staples
- Metal clips
- Paper clips

6. Supplier will be required to service multiple locations. The current distribution follows, is approximate, subject to change and provided as information only. Current consoles are mainly single bag ... and, the capacity of each bag is 3 cubic feet, 110lbs. Each location has multiple buildings. The NE Campus, for example, may have 22 consoles distributed over five separate buildings on the campus.

LOCATION	# CONSOLES	PICKUP PER MONTH
NE Campus 828 Harwood Road Hurst, TX 76054	22	2
NW Campus 4801 Marine Creek Pkwy Fort Worth, TX 76179	22	2
South Campus 5301 Campus Drive Fort Worth, TX 76119	22	2
SE Campus 2100 Southeast Pkwy Arlington, TX 76018	20	2
Trinity River Campus 350 Trinity River Circle Fort Worth, TX 76102	10	1
May Owen Center 1500 Houston Street Fort Worth, TX 76102	20	2
Architect Offices 100 15 th Street #540 Fort Worth, TX 76102	4	4

The contract period for this RFP will be for one year and can be extended for subsequent one year periods, up to five years, upon mutual agreement between the parties.

BID SHEET

ROUTINE SERVICES	SIZE OF CONSOLE/BIN (Gallons, Pounds, Cubic Feet)	COST
Minimum Service Fee Per Location		
Service Fee Per Single Console/Bin		
Service Fee Per Double Console/Bin		
Service Fee Per Triple Console/Bin		
SPECIAL REQUEST SERVICE CALLS		COST
Shredding of Banker Box		
Shredding of File Box		
Minimum Purge Service Fee		

OTHER SERVICES	COST