



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030
NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER
DOC-DESTRUCT-2018

PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, TUESDAY JULY 24, 2018

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P. O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University Procurement and Property Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Nicole Ivancic
Stephen F. Austin State University
Procurement and Property Services
936.468.4037
email: ivancickn@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
DOC-DESTRUCT-2018**

TABLE OF CONTENTS

Section 1 – INTRODUCTION

- 1.1 Scope of Proposal
- 1.2 Agreement Term
- 1.3 SFA Information
- 1.4 Respondent Qualifications
- 1.5 Schedule of Events
- 1.6 Open Records
- 1.7 HIPPA Compliance
- 1.8 Title IX
- 1.9 Parking on Campus
- 1.10 U.S. Department of Homeland Security's E-Verify System
- 1.11 Israel Non-boycott Verification
- 1.12 Contracts with Foreign Terrorist Organizations Prohibited
- 1.13 Confidentiality

Section 2 – STATEMENT OF WORK

- 2.1 Scope of Work
- 2.2 Reports
- 2.3 Insurance Requirements
- 2.4 Contractor's Employment Requirements
- 2.5 Destruction Containers and Service
- 2.6 Performance Expectations
- 2.7 Access to Records

Section 3 – INSTRUCTIONS TO RESPONDENTS

- 3.1 Contact Information
- 3.2 Submittal Deadline and Location
- 3.3 Submittal Instructions
- 3.4 Acceptance and Formation of Agreement
- 3.5 Evaluation Criteria
- 3.6 Proposal Format

EXHIBITS

- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda
- Exhibit C Financial Proposal
- Exhibit D Contractor References

SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified vendors to provide Document and Data Destruction Services on a regular schedule or an “as needed basis” depending on the needs of the department. The Services are more specifically described in Section 2 (“Statement of Work”) of this RFP.

1.2 AGREEMENT TERM

This agreement will begin after award as mutually agreed and upon executed agreement. The planned start date is September 1, 2018 with an ending date of August 31, 2019. Thereafter, the term of this Agreement may be extended for four (4) additional one-year periods at the option of SFA. Contracted rates will be negotiated annually to be effective September 1 of each year.

1.3 SFA INFORMATION

SFA is an institution of higher education operated as an agency of the State of Texas. SFA employs approximately 1600 full and part-time faculty and staff members. SFA had an enrollment of 12,614 full and part-time students during the fall 2017 semester. Most staff positions are based on a 12-month appointment coinciding with the fiscal year (9/1-8/31). Contracts are executed only for faculty members, and limited other appointments. A nine-member Board of Regents is appointed by the governor of Texas, with each regent serving staggered six-year terms.

1.4 RESPONDENT QUALIFICATIONS

The University will give preference to those qualified vendors who meet the following qualifications:

- Contractor must have at least three (3) years minimum experience in document and data destruction.
- Respondents must possess sufficient resources, and be able to furnish the University with evidence of their ability to perform and provide the service needs of SFA.

1.5 SCHEDULE OF EVENTS*

*DATE	EVENT
June 29, 2018	Issuance of Request for Proposal
July 9, 2018 by 12:00 PM	Deadline for Questions
July 16, 2018	Question and Answer Addenda Document Posted, if any
July 24, 2018 by 5:00 PM	Requests for Proposals Due
July 25, 2018 until awarded	Evaluation of Proposals and Selection of Finalists and/or Negotiations
July 2018	Notification of Award

*Dates are tentative and subject to change.

1.6 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in July 2018. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

1.7 HIPAA COMPLIANCE

Contractor warrants to Stephen F. Austin State University that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of the contract. Contractor warrants that it will cooperate with Stephen F. Austin State University in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with SFA privacy officials and other compliance officers required by HIPAA and its regulations.

1.8 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

1.9 PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275

1.10 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFA, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFA and at no fault to SFA, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFA must undertake to replace the terminated Contract.

1.11 ISRAEL NON-BOYCOTT VERIFICATION

Pursuant to Section 2270.002, Texas Government Code, by submitting a response, the selected Contractor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as Section 808.001(1), Texas Government Code defines that term.

1.12 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

1.13 CONFIDENTIALITY

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper, electronic, or other form, about a university employee or student through its provision of services directly to the university is subject to the following requirements:

a . The Service Provider (Contractor) must ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any university employee or student.

b. To the extent contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by Stephen F. Austin State University and that is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and

any time thereafter. Contractor, its employees and agents shall not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's, its management's, employees' or agents' own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of this Agreement.

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified firms or individuals for Secure Destruction of Restricted and Sensitive Information. Both on-site and off-site secure destruction services shall be provided. University departments shall have the option to arrange for Contractor’s services either on a regularly scheduled or “as needed” basis.

2.2 REPORTS

2.2.1 Receipts or Certificates of Destruction shall be provided to the specified liaison in each department for each service, listing services rendered and stating the department’s documents were destroyed on-site (on the campus) or off-site (Contractor’s facility) and recycled. At a minimum the Receipt/Certificate shall include the name, address, date of service, type of service, volume of records and the service representative’s name.

2.2.2 All invoicing shall be itemized with each individual department referenced and services rendered. A copy of each receipt/certificate of destruction shall be provided with the corresponding invoice.

2.3 INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by SFASU. Acceptance of the Contractor.

If policies are not written for the amounts specified below (except Worker’s Compensation and Employer’s Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor’s insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers’ compensation policy.

The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the University.

The workers' compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, that such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

INSURANCE REQUIREMENTS	MINIMUM LIMITS
Workers' Compensation (Statutory)	Statutory
Employer's Liability	\$1,000,000 Each Occur/Aggregate
Commercial General Liability	\$1,000,000 Each Occur \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations
Comprehensive Automobile Coverage	\$1,000,000 Combined Single Limit NOTE: Required where a vehicle will be used on the premises. Coverage must include: All owned, leased, hired, non-owned and employee non-owned vehicles and, where applicable, Personal Injury Protection.

2.4 CONTRACTOR'S EMPLOYMENT REQUIREMENTS

The successful Contractor shall provide appropriate staff to provide destruction services to the campus. Contractor shall be responsible for certifying that all employees have undergone a security background check, which includes criminal history, credit history, and driving records. Contractor shall provide certification upon request that employees have undergone pre-employment drug screening and that random drug screens are routinely required of all Contractor employees. Employees shall be bonded and insured by the Contractor. The Contractor and the Contractor's personnel shall be prohibited from reading or copying any of the material at any time. Employees shall wear an identifying uniform and carry photo ID badges. By submittal of this proposal respondent certifies and agrees that all employees shall be bonded. No subcontractors or third parties shall be involved prior to destruction.

2.5 DESTRUCTION CONTAINERS AND SERVICE

- 2.5.1 Contractor shall shred all materials to particles in such a manner that no information can be retrieved from the debris or otherwise destroy the materials so that no information can be retrieved.
- 2.5.2 The Contractor shall provide all material, labor, vehicles, equipment, and supplies necessary to perform the services.
- 2.5.3 Contractor shall provide upon request secured (locked) cabinet-style containers at no charge to the University. Each container shall have a drop-slot and key-locked deadbolt or padlock. Containers shall be placed by the Contractor in locations specified by the individual departments using this service.
- 2.5.4 Contractor shall be responsible for securely emptying all containers weekly, bi-weekly, monthly, or on an “on-call” basis, depending on the individual departmental needs. There shall be no unattended open containers or transport units.
- 2.5.5 Destruction and recycling services shall be for the University’s confidential mixed paper waste that may include, but not be limited to, paper, metal and plastic.
- 2.5.6 On-site services shall be performed on the campus of Stephen F. Austin State University in Contractor’s mobile unit. Documents to be destroyed on-site may be in Contractor’s containers or in the University’s own storage boxes.
- 2.5.7 Off-site services shall be performed at Contractor’s location.

2.6 PERFORMANCE EXPECTATIONS

Contractor shall perform all services to the sole satisfaction of the University. The University reserves the right to routinely audit the security of all destruction and recycling processes and services. Contractor must understand and agree that University designee may, at any time throughout the effective period of the agreement, accompany the Contractor during any collection, transport or destruction process being conducted by the Contractor. Contractor shall not restrict nor in any way limit the University’s right or ability to oversee any or all services provided by the Contractor.

2.7 ACCESS TO RECORDS

Contractor shall keep full and accurate records in connection with the services provided by it under this Agreement. The University, or any of its duly authorized representatives, at any time during the term of this Agreement, shall have access

to, and the right to audit or examine any pertinent books, records or documents of Contractor related to Contractor's performance under this Agreement.

**SECTION 3
INSTRUCTIONS TO RESPONDENTS**

3.1 CONTACT INFORMATION

3.1.1 All questions regarding the RFP, or response must be forwarded to the Contracting Specialist:

Nicole Ivancic
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4037
Fax: 936.468.4472
Email: ivancickn@sfasu.edu

3.2 SUBMITTAL DEADLINE AND LOCATION

All proposals must be received by SFA no later than 5:00pm, Tuesday, July 24, 2018.

Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

All U.S. Mail addressed to any component of SFA is delivered to a central mailroom and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mailroom and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mailroom will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened Wednesday, July 25, 2018 at 8:00 am in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Faxed or electronically mailed proposals will **not** be accepted.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

All proposals must be submitted in the format prescribed in Section 3.6.

Each Respondent must submit at least one (1) original printed proposal with original signatures on the Execution of Offer.

The printed copy shall (1) be unbound; (2) contain divider sheets or tabs; (3) be printed on 8-1/2 in. x 11 in. white paper to enable copying, if needed; and (4) be a complete copy of all information submitted with Respondent's Proposal. Colors must reproduce in a legible manner on a black-and-white copier.

Respondent shall also submit one (1) complete electronic copy of the printed copy of the Proposal on electronic media (e.g., USB Drive [SFA's preference], CD-ROM, or DVD-ROM) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files. . Respondents shall divide the electronic copy into **TWO (2)** separate electronic files, one of which shall contain Respondent's Qualifications and the other of which shall contain **Exhibits A-D and respondent's standard form of agreement.**

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in

no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

A legally authorized representative of the Respondent shall sign proposals. Unsigned proposals (**Exhibit A**) will be rejected as a material failure..

3.4 ACCEPTANCE AND FORMATION OF AGREEMENT

No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

The University reserves the right to negotiate further with any respondent that submits a proposal, once proposals have been opened. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.

By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request For Proposal.

3.5 EVALUATION CRITERIA

- 3.5.1 Award will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.
- 3.5.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in Section 3.5.4. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the university's requirements and goals. The university shall be the sole judge of determining which proposal represents the best value to the university.
- 3.5.3 Notwithstanding, the University reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

3.5.4 Evaluation Criteria

- a. 20%--Qualifications and Experience.
- b. 20%--Cost to the University
- c. 10%--References
- d. 10%--Certifications and licensing including certified member of National Association for Information Destruction (NAID).
- e. 40%--On Site and Off Site document and data destruction services and provided equipment.

3.6 PROPOSAL FORMAT

- 3.6.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their proposal in a point-by-point format according to Section 3.6.2.** Failure to follow point-by-point presentation could be grounds for disqualification.

Proposals shall be printed on letter-size (8-1/2" x 11") paper and unbound. DO NOT USE METAL-RING HARD COVER BINDERS.

Submittals shall include a "Table of Contents" and give page numbers for each part of the Proposal.

Number all pages of the Proposal submittal sequentially using Arabic numerals (1,2,3,etc).

- 3.6.2 Proposal shall include the following information and be submitted in the following order:

Failure to provide any of the following documents will result in disqualification of the proposal from further consideration

Required Submittals

- A. Exhibit A – Signed Execution Of Offer
- B. Exhibit B – Acknowledgement of Addenda, if any
- C. Exhibit C -- Pricing Summary
- D. Exhibit D – Contractor References

- E. Respondent's standard form of agreement, including all terms and conditions, if applicable
- F. Evaluation of Qualifications and Experience:
 - 1. Contractor's hiring practices
 - a. Provide description of the hiring practices, orientation and training that Respondent provides for employees, including the basic security protocols
 - b. Provide information about employee certification and bonding
 - c. Provide a sample of the Contractor's confidentiality statement/agreement.
 - 2. Contractor's Services
 - a. Security, style, size and cost of containers- Provide sizes and styles of containers including a description of the locks on the containers.
 - b. Provide all options for shredding data in the above containers; include pick-up services, volume options, frequency options; i.e., weekly, bi-weekly, monthly, etc.
 - c. On-site and off-site destruction services- Describe Respondent's on-site destruction capabilities and average rate of shredding (volume per hour) for each of the following areas:
 - i. Paper or printed media -- information printed on paper or other material that can be read by the naked eye without the assistance of a special device, such as documents, ID, badges, credit-debit cards and photos.
 - ii. Media/Micro media – any form of confidential or protected information containing mediums to be destroyed, including but not limited to paper, microfilm, microfiche, X-rays, ID badges, credit/debit cards, computer hard drives, magnetic or digital tapes, disks or cartridges.
 - iii. Identify any shredding limitations, such as cardboard boxes, bound materials, or books.
 - d. Describe Respondent's off-site destruction capabilities including the equipment and process from pick-up to disposal and the secure transport and interim storage of

- materials until destruction is completed; include anticipated time frames for various media.
- e. Provide pricing for destruction services on-site including volume pricing breakdowns by pounds for media not stored in Contractor designated containers
 - f. Describe any responsibilities required of the University; i.e., sorting of various media, removal of staples, etc.
 - g. Description in detail of any additional unique business features, pricing arrangements, special services or other value add services the Contractor's firm would provide which have not already been discussed, and how the University might benefit from them.
3. Contractor's post collection procedures and protocols
- a. Describe any recycling subcontractor(s) used, their capabilities and why the Respondent chooses to subcontract the services and the basis for each subcontractor's selection.
4. Contractor History and Certifications
- a. Provide company history showing 3 years minimum experience in document and data destruction
 - b. Provide three (3) references per Exhibit D.
 - c. List any certifications, licensing, or memberships to which Respondent belongs. Higher scores may be given to Contractors that are members of the National Association for Information Destruction (NAID)

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement not based only on lowest cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

**EXHIBIT A
EXECUTION OF OFFER**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:

Texas Family Code Child Support Certification. By signature hereon, Respondent certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, the Respondent certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, the Respondent agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR
RESPONSE.**

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Respondent/Company: _____

**Refer to the SFA Procurement and Property Services Department website to
confirm all addenda issued: <http://www.sfasu.edu/purchasing/122.asp>**

**EXHIBIT C
FINANCIAL PROPOSAL**

Having carefully reviewed the specifications and related documents affecting the proposal for document and data destruction services on a regular schedule or an "as needed basis" depending on the needs of the department, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

A. Pricing for Services Offered

1. **On-site Destruction per Visit** \$ _____

[Cabinet/Container provided by vendor at no additional charge. Shredders will destroy folders, staples, paper clips and fasteners. No prep work necessary by SFA Departments]

2. **Off-site Destruction per Pound** \$ _____

[Costs associated with documents stored in University owned boxes (paper goods/documents/folders/bound books and other paper material)]

3. **Off-site Destruction per Item** \$ _____

[Costs associated with mixed media destruction of micro-fiche, film, or tapes]

4. **Off-site Destruction per Item** \$ _____

[Costs associated with hard drive destruction]

5. **On-site Destruction Each Additional Container per Visit** \$ _____

[Cabinet/Container provided by vendor at no additional charge. Shredders will destroy folders, staples, paper clips and fasteners. No prep work necessary by SFA departments]

B. Maximum annual escalation rate, if any: _____%

**EXHIBIT D
CONTRACTOR REFERENCES**

No less than three references will be provided with respondent proposal. The references may be used as a basis for inquiry concerning respondent's quality of service. References cited may be contacted and asked to rate quality of services provide by the respondent. Referenced facilities should have utilized Contractor's service for at least one (1) year and should be essentially the same in all significant attributes as those of the SFA specifications attached.

Customer Name: _____

Address: _____

Contact Name/Title: _____

Contact Telephone Number: _____ email: _____

Dates Serviced: from _____ to _____

Services Provided: _____

Customer Name: _____

Address: _____

Contact Name/Title: _____

Contact Telephone Number: _____ email _____

Dates Serviced: from _____ to _____

Services Provided _____

Customer Name: _____

Address: _____

Contact Name/Title: _____

Contact Telephone Number: _____ email _____

Dates Services: from _____ to _____

Services Provided _____