

## **BIDDER UPDATE**

Per Ordinance 2052-2023, Columbus City Code is updated effective January 1, 2024, as follows:

[https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)

Please read this before submitting a bid. Failure to comply with these changes, which are also included in the solicitation, shall result in the bid being deemed non-responsive.

### **329.18 – Competitive Sealed Bidding**

- (b) The procurement of all service contracts except construction shall be conducted under this section as follows:
  - (8) In determining the **responsibility** of a bidder, for purposes of this section only, to be considered responsible, a bidder must demonstrate that the bidder will pay a **responsible wage** and provide a **health insurance** benefit, as defined in Section 329.01, to all employees proposed to directly perform the work specified in the city bid solicitation response. Additionally, consideration shall be given to the following:
    - (a) Bidder's record of **unsatisfactory judgments**, as defined in Section 329.01, with any applicable federal, state or local laws or regulations; affirmative action or diversity and inclusion programs which the city is required by law to enforce in connection with funds to be spent under the procurement contract; whether the bidder is a **local bidder**; and the bidder's compliance with any minority business enterprise program, women business enterprise program or good faith efforts to comply with such programs adopted by the city; and
    - (b) Whether the bidder employs a **local workforce**, as defined in Section 329.01.

### **329.01 – Definitions**

- (x) **Health Insurance.** An adequate and affordable health insurance benefit provided by an employer to an employee. The employer must provide the benefit as part of an overall compensation plan and the benefit cannot be limited to a specific project. A health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The Patient Protection and Affordable Care Act or a successor to that law. The benefit must otherwise meet the requirements of a

"bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition. For the purposes of construction prequalification, the foregoing shall apply only to those persons performing construction service work, as defined by rule of the director of finance and management or designee.

- (bb) **Local Bidder.** A bidder or offeror who meets the definition of a local business, as determined by the director of finance and management or his/her designee.
- (dd) **Local Workforce.** A workforce whereby at least fifteen (15) percent of the business entity's full-time equivalent employees in Ohio reside in the city of Columbus, as determined by the finance and management director or designee.
- (rr) **Responsible Wage.** The wage paid to a bidder's employees for services, cleaning and recycling services rendered to any city agency, which shall be equal to or better than the wage actually paid to the lowest paid city full-time employee per the city's effective contracts with its bargaining units.

**Contractor shall pay a responsible wage to all employees directly performing the work specified in this contract. The responsible wage for 2024 is \$20.00 per hour.**

- (yy) **Unsatisfactory Judgment.** A final decision, order, or verdict in a judicial, quasi-judicial or administrative proceeding, after all available appeals have either been exhausted or waived, in which a determination of civil liability, criminal conviction, or administrative penalty was imposed upon the individual or entity for violating any applicable federal, state, or local laws, rules, or regulations.

**Below is a FAQ to address most questions.** If you have additional questions not addressed here, see the section in the ITB about how to submit questions for this solicitation.

**Q 1. *What does responsible wage mean?***

It is the wage that must be paid by a City contractor on any service contract awarded pursuant to the competitive bidding section of the Columbus City Codes.

**Q 2. *Who determines what that wage is?***

The Director of the Department of Finance and Management will annually set the responsible wage for each calendar year. This decision will be made by July 31 of the previous year.

**Q 3. *How is it calculated?***

The responsible wage must be equal to or greater than the amount paid to the lowest paid full-time City employee as of July 1.

**Q 4. *Do contractors have to pay this on every contract?***

**Q 5. *Contractors must pay this wage only on service contracts that are awarded under the competitive bidding provisions of Columbus City Codes 329.18. Is there an exemption for small companies?***

There is no longer an exemption for smaller companies. All contractors must pay at least the responsible wage on City service contracts.

**Q 6. *Can a contractor pay its employees more than the responsible wage?***

Yes. The responsible wage is a minimum.

**Q 7. *Does this apply to professional service and construction contracts?***

No.

**Q 8. *Must the contractor pay the responsible wage to all of its employees?***

No. The responsible wage only applies to the employees directly performing the work specified in the bid solicitation.

**Q 9. *How do I apply the responsible wage for contract renewals?***

The contractor must pay its employees the responsible wage in effect at the time the contract or renewal is established and for the duration of the contract/renewal, even if the contract/renewal extends into another calendar year. This example might help.

A city department establishes a contract to clean office space. It is a one-year contract, with three one-year renewal options. The contract starts on March 1, 2024. The responsible wage for the first year of the contract is \$20.00. The department is happy with the work, and exercises the option to renew for one more year, to start on March 1, 2025. From January 1, 2025, to February 28, 2025, the 2024 wage is paid. When the contract is renewed for 2025, the contractor must pay its employees the 2025 responsible wage.

Bidders shall submit firm and fixed prices for the duration of the contract. The duration of the contract is listed in the solicitation and will be included in the contract. If a contract is renewed, and the responsible wage will increase the price for the renewal year, the Contractor may request a price increase by following the procedures included in the solicitation (which will be included in the contract).

**Q 10. *Must a service contractor provide a health insurance benefit?***

Yes, a contractor must provide a health insurance benefit to its employees. It must meet the minimum requirements of the Patient Protection and Affordable Care Act.

## **INVITATION TO BID**

**City of Columbus  
Department of Building and Zoning Services  
Division of Building and Zoning  
Document Destruction Services  
RFQ027538**

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This solicitation is being advertised under the competitive bidding provisions of Columbus City Code 329.18.

The City of Columbus Department of Building and Zoning Services (hereinafter "City") is seeking Document Destruction Services from a company registered to provide these services in the state of Ohio. The Contractor shall provide all labor, material, and equipment necessary and comply with all applicable codes, standards, regulations, and worker safety rules that are administered by federal, state, and local agencies.

The City collects sensitive employee and customer information over time to perform its business. After a pre-determined period, these records must be destroyed. The services in this contract will involve, but are not limited to: providing locked cabinets for the collection of paper documents, picking up the collected documents from these cabinets on a monthly basis, destroying the collected documents, and recycling the particles resulting from the destruction process. The City may also schedule larger pickups of documents stored in "Banker's Boxes" to be removed from the premises and destroyed.

The City seeks to hire one (1) Contractor for this service and the Contract shall run from approximately May 1, 2024, through April 30, 2025, with an option to renew for one additional year. It is estimated that the annual purchases from this contract will be \$1,000.00.

Interested bidders shall respond to this solicitation by submitting a bid through the City of Columbus' Vendor Services Portal. If you should need assistance with this process, please click on the link below for detailed instructions.

<https://columbusvendorservices.powerappsportals.com/Help/>

The City's Purchasing Office Help Desk is also happy to speak with any vendors to provide technical assistance. Please contact Vendor Services at (614) 645-8315 if you need any help with the online bidding process, including how to submit questions during the bidding process.

The bid will be awarded to the lowest, responsive, responsible, and best bidder per the provisions of Chapter 329 of Columbus City Code and the provisions listed in this solicitation.

## **Section 1: Scope of Services**

### 1. Contract Administration

a. The Contractor will have two contacts for a contract established under this solicitation, the Fiscal Manager and the Building and Zoning Customer Service desk.

1) The Fiscal Manager will serve as the primary contact and handle all issues related to the contract. As of the publication of this solicitation the contact is:

Eric Voorhees  
Department of Building and Zoning Services  
111 N Front St, 2<sup>nd</sup> Fl  
Columbus, Ohio 43215  
614-645-3262  
[eavorhees@columbus.gov](mailto:eavorhees@columbus.gov)

2) Employees at the Customer Service Desk will allow the contractor entry to the site and escort the contractor to the documents being picked up.

### 2. Services

a. The successful bidder of this contract will be required to provide services for document destruction either on a monthly basis or as needed. The bidder must explain or outline the steps taken to ensure that the materials that are destroyed are recycled.

1) The facility where documents will be staged for destruction is located at:

a) 111 N Front St.  
Columbus, OH 43215

- b. Contractor must provide the City with locking security containers (“cabinets”) clearly marked “Document Destruction” or similar notation for the collection of confidential materials.
  - 1) The cabinets shall be supplied to all City agencies at no additional cost and shall remain the property of the contractor.
  - 2) Cabinets will be approximately 40”H x 20”W x 20”D in size
- c. The contractor may take the collected documents offsite to a facility for destruction or destroy the documents at the City locations if they have the necessary mobile capabilities.
  - 1) Contractor shall destroy paper using cross cut shredders which produce particles that are 1 mm x 5 mm (0.04 in. x 0.2 in.) in size (or smaller), or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 in. (2.4 mm) security screen.
- d. The contractor shall provide a formal receipt of acceptance of all collected documents by container type for each service location.
- e. The City may also schedule large “purges” of documents. These documents may be stored in “Banker’s Boxes” approximately 10”x12”x15” which hold up to approximately 40 pounds of paper. The contractor shall supply a quote to provide services to destroy said documents without requiring the transfer to a separate container.
- f. The contractor shall issue Certificates of Destruction stating the date of the destruction and the approximate total weight of destroyed materials.
- g. Proper Identification badges and uniforms, including safety equipment must be worn on job site

### 3. Process

- a. The Contractor will visit the Customer Service desk once each month to collect documents from the contractor-provided cabinets. The Contractor will be escorted to the locations for document collection and removal for destruction.
- b. The City will contact the Contractor whenever there is a need for the pick-up of “Banker’s Boxes.” These will be collected during the contractor’s next visit to empty the cabinets and removed for destruction.

4. Compensation and Payment

a. The City shall pay the Contractor for the destruction of documents per the bid amounts.

b. Invoices and Payment

1) Contractor shall provide an invoice for document destruction via email to [eavorhees@columbus.gov](mailto:eavorhees@columbus.gov) or mail it to:

City of Columbus  
Building and Zoning Services  
111 N Front St  
Columbus, Ohio 43215  
Attn: Eric Voorhees

2) The invoice that shall be on Company letter head with “remit to” address and include the following:

- a) Purchase order number
- b) Invoice number
- c) Date of invoice
- d) Billing period
- e) Amount of Invoice
- f) Itemized list of quantities and charges

3) The Contractor shall not invoice more than once every 30 days.

4) This is a reimbursement Contract. The City shall make payment to the Contractor after receipt of a correct and complete invoice and after services are performed and/or deliverables are received.

c. Responsible Wage

1) Per Columbus City Code 329.18, the Contractor must pay a **responsible wage** and provide a **health insurance** benefit, as defined in Section 329.01, to all employees who directly perform the

work specified in the Contract.

- 2) The responsible wage for this Contract is: **\$20.00/hour.**
- 3) No price adjustment for responsible wage shall be granted for the term of the Contract.
- 4) The responsible wage will be determined by the City by July 31 of each year and is effective January 1 of the following calendar year.
- 5) The responsible wage in effect on the date of the start of the Contract term shall remain in effect for the duration of the original Contract period. If a contract modification or renewal is executed, the responsible wage for that modification or renewal is the wage in effect at the time the Purchase Order for the modification or renewal is approved by the City.
- 6) It is the Contractor's responsibility for requesting a price adjustment to compensate for an increase in responsible wage for a Contract modification or renewal. If there is not an increase in the responsible wage, a price adjustment shall not be granted for responsible wage for a Contract modification or renewal.
- 7) The request for a price adjustment for a Contract modification or renewal due to responsible wage increase shall be in writing and emailed to: [eavorhees@columbus.gov](mailto:eavorhees@columbus.gov). Submission for this price increase shall be submitted to the City no later than 60 calendar days before the end of the Contract term. Submittals after this date may not be reviewed.
- 8) Documentation for a price adjustment due to an increase in responsible wage shall include:
  - a) Names and hourly rate of all employees as of the start date of the Contract term who are directly performing the work specified in the Contract. If a new employee was hired, or an existing employee begins performing work specified in the Contract, provide the employee's starting hourly rate or rate in effect at the time they started working on the contract, respectively.
  - b) Attach a copy of the certified payroll in effect the start date of the Contract Term (and/or start date of working on the

contract) and the most recent certified payroll at the time of the request for all employees on the list.

- c) Of the employees on the list that are to be paid the responsible wage under the renewal/modification, approximate the percentage of work they perform of this Contract.
  - d) The City will only allow a price increase for responsible wage only for those who are not paid the responsible wage at the time of renewal/modification.
  - e) Proof that the Contractor provides a health insurance benefit, as defined in Columbus City Code Section 329.01, to all employees who directly perform the work specified in the Contract.
- 9) Within 30 calendar days of receipt of a complete responsible wage price adjustment request, the City shall notify the Contractor in writing of the status of the request. The City may approve the increase as requested, approve a portion of the increase requested, or not approve the request. If the request is not approved as submitted, the City shall provide a written explanation to the Contractor. The Contractor shall have the ability to appeal the City's decision one time. After one appeal, the City's decision is final.
- 10) The Contractor is responsible for following the requirements of the responsible wage for the term of the Contract and for any contract modifications or renewals to the Contract. Failure to do so may result in Contract termination.

d. Escalator Clause

- 1) This section does not apply to price increases due to responsible wage.
- 2) No price adjustment shall be granted during the first six (6) months after the bid opening date. Thereafter, in the event the Contractor receives a general price increase in the cost of the finished product contracted for, due to an increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and if proper documentation is submitted as proof, said increase in addition to the unit price bid herein may be permitted, subject to the sole

discretion of the City of Columbus Development Director. The invoice shall indicate the bid price and the escalated/deescalated price difference.

- 3) No more than three (3) price schedule changes for each item will be permitted during the duration of the Contract. Any approved price increase will be applied to the Contract year in which the increase is enacted and to all remaining years of the Contract and any subsequent modifications or renewals. In the event any such increase is granted, no price adjustment will be permitted prior to the effective date of the increase and any work write ups that have been issues may not be adjusted.
- 4) The written notice and following documentation shall be in writing and emailed to: [eavorhees@columbus.gov](mailto:eavorhees@columbus.gov)
- 5) The Contractor shall submit the following documentation with each request for a price increase:
  - a) Copies of the prior and new price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase; and
  - b) Copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contains the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.; and
  - c) Copies of excerpts from business publications, market quotations, or trade journals recognized as being representative of their particular trade or industry that indicate a trend toward an increase in the current market for commodities under the awarded Contract.

e. De-Escalator Clause

- 1) Should there be any decrease on the cost of the finished product due to a general decline in the market or some other factor, the City shall be notified immediately and the resulting adjustment will be incorporated into the awarded Contract and made a part thereof in the same manner as a price decrease.

f. Right of Cancellation:

- 1) If at any time during the term of the Contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this Contract with thirty (30) days written notification.

5. Audits and Inspections

At any time during normal business hours with at least ten (10) days prior written notice, and as often as City may deem necessary, and in such a manner as not to interfere with the normal business operations, the Contractor shall make available to City and to appropriate federal or state agencies or officials, and at no cost to the City or appropriate federal or state agencies or officials, all of its records with respect to matters covered by this Contract including without limitation, records of personnel and conditions of employment. Contractor shall permit City or such federal or state agencies to audit, examine, and make excerpts or transcripts from such records. Any deficiencies noted in audit reports shall be fully cleared by Contractor within thirty (30) days after receipt thereof of such reports by Contractor from the City or appropriate federal or state agencies or officials. Failure to comply with this provision shall be deemed a material breach of this Contract, for which City may withhold future payments, terminate this Agreement, or pursue such legal or equitable remedies to which it may be entitled.

6. Minimum Requirements

- a. At the time of contract, the Contractor must possess insurance and workers compensation insurance as described below. Do not submit this with the bid.

**Worker's Compensation:**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio.

**Insurance:**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) **naming the City as an additional insured.**

**Bodily Injury Liability:**

Each Person	\$500,000
Each Accident	\$1,000,000

**Property Damage Liability:**

Each Accident	\$500,000
All Accidents	\$1,000,000

- b. At the time of contract, Contractors shall have a valid City of Columbus contract compliance number. If you have not completed the application process to obtain certification in your Vendor Services account, please do so or contact the City of Columbus, Office of Diversity and Inclusion at 614-645-4764, 1111 East Broad St. Suite 203 Columbus, OH 43205.
- c. Bidder must be able to provide complete contact information for no less than three (3) verifiable references for which bidder has provided similar services.
- d. The bidder and Contractor shall not subcontract any part of the contract without the written approval of the City.
- e. The contractor must hold NAID (National Association for Information Destruction) AAA Certification.
- f. The contractor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by (EPA) Environmental Protection Agency, (NAID) National Association for Information Destruction, (OSHA) Occupational Safety and Health Administration, HIPAA (Health Insurance Portability and Accountability Act), and any other regulation applicable to the circumstances.
- g. The bidder shall maintain payroll records, documents, and other evidence directly pertinent to employment and/or payment to workers carrying out the services contracted with the City. The City, or its duly authorized representative, shall have access to such payroll records, documents, and other evidence for the purpose of verification, audit, inspection, and copying within seven (7) days of receiving written request from the City to view such documentation, at no cost to the City.

**SECTION 2: QUALIFICATION TO BID** – By submitting a bid, the bidder is attesting all of the following are true:

1. **Bidder affirmatively acknowledges that they are in compliance with the Responsible Wage Provisions of Columbus City Code, as described herein.**
2. Bidder possesses the previous experience, current capability, staff, and equipment necessary to perform the Scope of Services in a timely manner and to invoice for the services performed with the required supporting documentation.

3. Bidder possesses all licenses, permits, and credentials necessary to perform the services listed in the Scope of Services.
4. Bidder meets all Minimum Requirements as identified in the Scope of Services.
5. Bidder has not submitted more than one (1) bid for the same work from an individual or entity under the same or different name, or corporation under the same name, or corporations with one (1) or more of the same persons as officers or directors of such corporations, or corporations which are holding companies, parent companies or holding companies that are subsidiaries of such corporations. The City may request a list of company officers or any other information to make this determination and failure to provide such information may result in disqualification.
6. Bidder has not previously breached a City contract or had inferior or substandard performance on City projects.
7. Bidder must not have open or active violations of Columbus City Code at the time of the bid.

**SECTION 3: EVALUATION CRITERIA** – Bidders are to quote firm, fixed prices for the duration of the contract which may result from this solicitation. Bids shall be awarded to the lowest, responsive, responsible, and best bidder per Columbus City Code Chapter 329. The factors used to determine the lowest, responsive, responsible, and best bidder are as follows:

1. Lowest Price
  - a. The lowest price will be determined by the summation of: fee to service two cabinets for one year and the cost of picking up the anticipated boxes being quoted.
2. Responsive
  - a. A bidder who has submitted a bid which conforms in all material respects to the requirements set forth in an invitation for bids. The City reserves the right to seek clarification of a bid and still deem it responsive.
3. Responsible
  - a. Per Columbus City Code Section 329.18(b)(8), the City shall consider the responsibility of a bidder as follows:

- (8) *In determining the responsibility of a bidder, for purposes of this section only, to be considered responsible, a bidder must demonstrate that the bidder will pay a responsible wage and provide a health insurance benefit, as defined in Section 329.01, to all employees proposed to directly perform the work specified in the city bid solicitation response. Additionally, consideration shall be given to the following:*

*Bidder's record of unsatisfactory judgments, as defined in Section 329.01, with any applicable federal, state or local laws or regulations; affirmative action programs which the city is required by law to enforce in connection with funds to be spent under the procurement contract; whether the bidder is a local bidder; and the bidder's compliance with any minority business enterprise, female business enterprise or equal business opportunity programs or good faith efforts to comply with such programs adopted by the city.*

**The 2024 responsible wage is \$20.00 per hour. Contractor shall pay at least the responsible wage to all employees directly performing the work specified in this Contract.**

**Contractor shall provide an adequate and affordable health insurance benefit to its employees. The benefit must be provided as part of an overall compensation plan and the benefit cannot be limited to a specific project. The health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The Patient Protection and Affordable Care Act or a successor to that law. The benefit must otherwise meet the requirements of a "bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition.**

- b. For more information about Columbus City Code, go to: [https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)
4. Best
- a. Contractor has the capacity, equipment, and personnel needed to fully perform the contract requirements.

- b. Contractor is experienced and reliable to perform the work.

#### **SECTION 4: PRE-BID MEETING**

1. A pre-bid meeting will not be held for this procurement effort.

#### **SECTION 5: DOCUMENTS TO BE SUBMITTED WITH THE BID**

1. "Experience References From" (see below)
2. Proof of current NAID AAA Certification

#### **SECTION 6: BIDDING INSTRUCTIONS**

Interested Contractors shall respond to this solicitation by submitting a bid through the City of Columbus' Vendor Services Portal. Bids submitted outside of Vendor Services shall not be accepted. If you have questions about the solicitation, please see page 48 of the Vendor Portal User Guide for detailed instructions on how to add a vendor question to this solicitation. If you should need assistance with the submittal process in general, please click on one of the links below for a video that provides detailed instructions.

The Purchasing Office Help Desk is also happy to speak with any vendors, to provide technical assistance. Please contact Vendor Services at (614) 645-8315 if you need any help with the online bidding process.

Phone calls will not be accepted and no contact shall be made with the City about this solicitation outside of the Vendor Services Portal. Bids are due on Wednesday, April 24<sup>th</sup> at 12:00 p.m. (local time). Bidders are to quote firm and fixed prices on the bid.

Line 10 – enter your bid price to empty the supplied cabinets and take those documents for destruction. Scan as attachments on Line 10 the required documents listed in Section 5.

Line 20 – enter your bid price to pick up Banker's Boxes and take them away for the destruction of the documents therein.

#### **SECTION 7: CONTRACT**

Upon evaluation of the bids, the City shall notify the Contractors of the status of the bid. The vendor awarded the contract will be asked to submit a current copy of their Workers' Compensation certificate and insurance certificate, as required in the terms and conditions on the Vendor Services Portal. The City shall prepare a contract for the Contractor's signature, email the contract to the Contractor for signature, and the

Contractor shall return the Workers' Compensation and insurance certificates with the signed contract





