



STATE OF NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION,

DIVISION OF PURCHASE & CONTRACT

Invitation for Bid #: DPC-1079529462-CDB

Document Destruction Services

Date Issued: May 22, 2024

Bid Opening Date: June 12, 2024

At 2:00 PM Eastern Time

Direct all inquiries concerning this IFB to:

Charles Barnette

State Procurement Specialist

E-mail: Charles.Barnette@doa.nc.gov

Phone: 984-236-0226



STATE OF NORTH CAROLINA

Invitation for Bid

DPC-1079529462-CDB

For internal state agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP. If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA
DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHASE AND CONTRACT
Statewide Term Contract

Refer <u>ALL</u> Inquiries regarding this IFB to: All correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.4.	Invitation for Bid #: DPC-1079529462-CDB
	Bids will be publicly opened: June 12, 2024, at 2:00 PM ET.
For Statewide Use of All State Entities	Commodity # and Description: 761215 - Refuse collection and disposal.
STC #: 7612A	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: DPC-1079529462-CDB

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded on date of _____ as indicated,

by _____.

(Authorized Representative of Department of Administration, Division of Purchase & Contract)

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina State government and provides leadership to State government for the effective, efficient, economical, and equitable delivery of services to the public. The department also aids and services several advocacy programs that serve diverse segments of the State's population that have traditionally been underserved. The Division of Purchase & Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources to provide goods and services.

The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking vendors to establish a Statewide Term Contract to furnish and deliver the State's requirements for document destruction services throughout the State of North Carolina, on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period.

The contract will include all labor and equipment as necessary to provide document destruction services (to include shredding and recycling services), both onsite and offsite, for the State. Documents and/or destroyed documents shall be removed from the Agency's premises and disposed of and/or recycled in a secure and environmentally sound manner.

To comply with Governor Cooper's Executive Order 80 (October 2018), North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to provide the recycling of destroyed documents, per industry standards.

The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer savings to the State and confirm, through Vendors' submission of bids, its ability to meet the State's needs.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

The intent of this solicitation is to award Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have a term of five (5) years, beginning on the date of final Contract execution (the "Effective Date").

At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new Vendor(s) to the contract, to provide a wide coverage of services. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

In addition, the State reserves the right to extend a contract term after the last active term.

1.2 ESTIMATED SPEND

Based on the historical usage of the STC, the estimated spend for the term of this contract is \$600,000.00.

This amount is not guaranteed and could be more or less than the historical expenditure during the contract period. No maximum or minimum quantities are guaranteed.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, or issues regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	May 22, 2024
Hold Pre-Bid Conference	State	May 29, 2024, at 2:00 PM, Eastern Time
Submit Written Questions	Vendor	May 31, 2024, at 2:00 PM, Eastern Time
Provide Responses to Questions	State	June 5, 2024

Submit Bids	Vendor	June 12, 2024, at 2:00 PM, Eastern Time Public bid opening will be conducted utilizing Microsoft Teams: <u>Join the meeting now</u> Meeting ID: 292 568 536 779 Passcode: GDfz3x Dial in by phone <u>+1 984-204-1487,,585836891#</u> United States, Raleigh Phone conference ID: 585 836 891#
Intended Contract Award	State	June 21, 2024

2.5 PRE-BID CONFERENCE

Urged and Cautioned Pre-Bid Conference

Date: May 29, 2024
 Time: 2:00 PM, Eastern Time
 Virtual: **Microsoft Teams**
Join the meeting now
 Meeting ID: 263 469 944 251
 Passcode: T2UNAC
Dial in by phone
+1 984-204-1487,,999271303# United States, Raleigh
 Phone conference ID: 999 271 303#

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-bid conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid conference is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the pre-bid conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as a part of this IFB and any resulting contract.

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # DPC-1079529462-CDB – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor Response (Section 6.1 Contract Manager and Customer Service; and Section 4.9 Sustainability Efforts)
- e) Completed version of ATTACHMENT A: PRICING WORKBOOK
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) NAID Certification

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **Buying Entity:** Buying entity within the State.
- b) **Information Technology (IT) Media:** Consist of, but is not limited to, Universal Serial Bus (USB) flash drives, disc-based media, and hard disc drives.
- c) **Mixed Media:** Consists of, but is not limited to, pill bottles, patient wristbands, and x-rays.
- d) **Offsite Destruction Services:** Document and mixed media destruction which occurs away from an Entity's office or site.
- e) **Onsite Destruction Services:** Document and mixed media destruction which occurs at or on an Entity's office or site.
- f) **National Association of Information Destruction:** NAID.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

Line Item Low-Cost

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

The bid for a line item will be determined by the total for each line item (see **ATTACHMENT A – PRICING WORKBOOK**).

While the intent of this IFB is to award a Contract(s) to multiple Vendors based on the lowest responsive bid per county for the contract term, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices of bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to **the electronic Vendor Portal (eVP), <https://evp.nc.gov>**, under the IFB number for this solicitation. Award of a contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING WORKBOOK and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous five (5) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, if possible, within the scope of this IFB, that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacturer, etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a List Item Price. Additional Discount Offers should be provided in ATTACHMENT A: PRICING WORKBOOK.

Additional Discounts: As part of the pricing submittal, Vendors are being requested to propose an additional percentage discount which would be applied to all orders for the remainder of the contract term if and when the total orders against the contract exceed the provided amount, at any point during the life of the contract. Orders from all entities utilizing this contract will count toward the contract volume discount threshold.

Rebates: If a rebate is offered, it will be based on reported sales, on an annual basis (see Section 6.5 PERIODIC ANNUAL STATUS REPORTS). The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

Checks shall be payable to: NCDOA, Division of Purchase & Contract

Checks shall be mailed to: NCDOA, Division of Purchase & Contract, Contract Manager
1305 Mail Service Center
Raleigh, NC 27699-1305

All discounts in Vendor's bid shall remain in effect for the entire contract period and shall not be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendors may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of the proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. The State has sole discretion to not assign value to Vendor's proposed Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discounts using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK.

4.4 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.5 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving Buying Entity to inspect all materials, supplies and equipment upon delivery to ensure compliance with the Contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED, AND THE GOODS ACCEPTED.

4.7 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Businesses program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.8 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.9 SUSTAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content or prod, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

4.10 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this contract; and that entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.12 INFORMATION SECURITY REQUIREMENTS

The State has made the determination that access to the State's data will be provided during the execution of the awarded contract. The data provided in services may be public or confidential. Since data is commingled, it will be classified as All Possible, which indicates that all controls related to State data, Confidential and Public data classifications are applicable. The State has the right to terminate the awarded contract, with no harm to the State, if the awarded Vendor fails to provide safeguards in this section.

The vendor understands and acknowledges that the awarded contract is bound by the provisions of the North Carolina Department of Information Technology Data Classification and Handling Policy, relative to protecting all State data within the Vendor's possession or control, and that the North Carolina Department of Information Technology Data Classification and Handling Policy document

applies to the Vendor (see <https://it.nc.gov/documents/statewide-policies/statewide-data-classification-handling-policy/open> - refer to Data Classification on page one (1) and Disposal on page eight (8)).

The vendor understands and acknowledges that the awarded contract is bound by the provisions of the North Carolina Department of Information Technology Data Classification and Handling Policy. A copy of the North Carolina Department of Information Technology Data Classification and Handling Policy can be found at the following link: <https://it.nc.gov/documents/statewide-policies/statewide-data-classification-handling-policy/open>.

Prior to the State Entity granting Vendor access to State data, the Vendor must certify that each individual having logical or physical access to any system that processes State data, understands the security policies and procedures for safeguarding State data. Vendor must maintain its authorization to access State data through an annual recertification. This is accomplished by providing an annual acknowledgement of this policy, with a statement certifying its understanding of the State's Security Policy, signed by ink or electronic signature.

Any State data will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for source materials.

No work involving State data furnished under awarded contract will be subcontracted without prior written approval of Buying Entity.

Vendor must notify the Buying Entity and the State Term Contract's Contract Manager of any real or suspected security breach immediately and will coordinate with the Buying Entity any external communications or notifications to be sent out. The Buying Entity will be responsible for reporting to any related entities. However, the vendor will be responsible and bear the financial cost of mailing out any required notifications to any affected parties involved in a security breach or unauthorized disclosure while the Buying Entity data is in the possession of the Vendor. See NC General Statute 75-65 Protection from security breaches, for details on who is required to be notified and how those notifications are to be made in the event of a PII security breach.

No State data may be stored, processed, or transmitted outside of the continental United States.

4.13 NATIONAL ASSOCIATION OF INFORMATION DESTRUCTION (NAID) CERTIFICATION

The vendor must be certified by NAID to provide data destruction services listed in this IFB throughout the contract period. Vendor must include a copy of its NAID certification with bid submission. Failure to provide this certification shall result in rejection of the IFB response.

Vendor is certified by NAID: Yes ☐ No ☐

4.14 INSURANCE REQUIREMENTS MODIFICATION

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☒ Contract value in excess of \$1,000,000.00.

4.15 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.16 SECRETARY OF STATE REGISTRATION

Prior to the issuance of any award, the awarded vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation will result in the disqualification of the vendor(s) bid from further consideration for the award.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

5.0 SCOPE OF WORK AND SPECIFICATIONS

The State, through the DOA P&C, is seeking Vendors to provide Document Destruction Services for the State of North Carolina, both onsite and offsite. The contract is needed to provide document destruction, shredding, and recycling services, for all types of office paper and mixed media, statewide on a as needed basis.

5.1 CUSTOMER SERVICES

Key principles of customer service in the context of Document Destruction Services, at minimum, are as follows:

- A. Provide response within one (1) business day to State Agency inquiries and requests for service;
- B. Conveying knowledge and expertise to State Agencies, by way of confirming any inquiry as an e-mail response, as requested;
- C. Maintaining accuracy and efficiency of orders and services provided, confirming number and type of bins on site, poundage or number of document destruction, confirmation of recycling of collection with the invoice;
- D. Tracking and status updates of services provided, including containers in use.

5.2 GEOGRAPHIC COVERAGE

Vendor shall provide, at minimum, Document Destruction Services as outlined in this IFB for one (1) of North Carolina’s one hundred (100) Counties.

5.3 SPECIFICATIONS

A. Products and Services

1. **Recycle Containers** – Provide, at minimum, secured plastic wheeled 96-gallon and/or secured plastic wheeled 64-gallon containers to collect documents for destruction. Exact containers shall be specified by each State Agency.
 - a) Containers will be deployed at State Agency locations (onsite); and
 - b) Additional containers shall be provided to the State Agency upon request and at no additional cost; and
 - c) Containers must include lockable security features when stored onsite with keys provided to the State Agency, to restrict access to sensitive documents.
2. **Collection** – Collect containers as scheduled by State Agencies. Final schedules will be determined between the awarded Vendor and State Agencies. Remove and destroy the contents from each container. Each container shall be emptied and destroyed according to the security requirements as outlined in section 5.4 SPECIFICATIONS, B. Security and Confidentiality of this IFB, and the lid replaced and locked.
 - a) **Shredding of Documents** – Paper must be inserted for destruction, into the shredder equipment, for destruction. Paper must be shredded, at minimum, to 1mm x 5mm (.04in x 0.2in) in size or smaller strips.
 - b) **Mixed Media Destruction** – Containers may also contain mixed media which consists of, but is not limited to, pill bottles, patient wristbands, x-rays, USB flash drives, and disc-based media. All mixed media must be totally destroyed. Mixed media will be scheduled on an as needed basis and will be identified during the scheduled pickup.
 - c) **IT Media Destruction** – Consist of, but is not limited to, USB flash drives, disc-based media, and hard disc drives. Mixed media will be scheduled on an as needed basis and will be identified during the scheduled pickup.
3. **Service Level Pick-ups** – Vendor will provide services for on-site or off-site destruction, as identified, per Buying Entity, defined as the following:
 - a) Weekly (pick up once per week, 52 times per year)

- b) Semi-Monthly (pick up twice per week, 26 times per year)
- c) Monthly (pick up once per month, 12 times per year)
- d) Quarterly (pick up every three (3) months, 4 times per year)
- e) Semi-Annually (pick up every six (6) months, 2 times per year)
- f) Annually (pick up every twelve (12) months, 1 time per year)

In addition to scheduled Service Level Pick-ups, additional services may be requested due to the required annual purging of files. These additional services will be scheduled on an as needed basis by the Buying Entity.

4. **Documentation** – Upon completion of scheduled shredding services, a record of total weight shall be provided to the Buying Entity and signed by both Vendor and Buying Entity employee. A copy must be left with the employee at the time of service.
5. **Volume Record Method** – Vendor will provide a volume of shredding report. Please indicate the method of measuring the weight of shred.

☐ Weight Based (on scale, documented on-site)

☐ Volume Based (must provide conversion chart to pounds, with response)

6. **On-site Destruction** – Vendor shall provide an on-site shred truck and furnish all necessary equipment, materials and supplies necessary for professionally performing all work in this scope of work.
 - a) All work done under the supervision of the Buying Entity assigned employee, for services provided by the Vendor.
 - b) The truck will arrive at the Buying Entity facility during the scheduled time and be operable throughout the shredding service.
 - c) A back-up truck is required in the event of equipment failure or insufficient capacity to finish the job.
7. **Off-site Destruction** – offsite destruction services, ensure that material remains secured from the moment of retrieval from the State Agency's location until destruction is complete.
8. **Missed Pick-up** – Should a regularly scheduled pickup be missed by the Vendor for whatever reason, an immediate re-schedule should be confirmed with the State Agency Contract Manager. Should any equipment become inoperable, an adequate substitute shall be provided.
 - a) If a scheduled shred falls on a State holiday, Vendor shall confirm schedule for next business day.

B. Security and Confidentiality

1. Provide onsite and offsite destruction and removal of documents with the capability of maintaining the security of confidential records. Maintain security for the collection and destruction of documents both onsite and offsite.
2. Maintain the confidentiality of the documents collected. All collected documents are to be disposed of in a confidential manner. Transfer of collected documents to a municipal dump is not permitted. Vendors shall limit the use and disclosure of the materials to:
 - a) Not use or disclose the material in a manner that would violate any state, federal, or local law, including the HIPAA guidelines; and
 - b) Ensure that there are appropriate safeguards to prevent the use or disclosure of the information; and
 - c) Immediately inform the Buying Entity and Statewide Term Contract's Contract Manager of any use or disclosure of information as soon as they become aware.
3. Safeguard documents collected from State Agencies from breaches of confidentiality.
4. Additional agreements regarding security and confidentiality, independent of this STC, as it relates to Document Destruction Services may be required by the Buying Entity. Example, Business Associate Agreement or Publication 1075 Exhibit 4.
5. Upon completion of service, provide the Agency Contract Manager with a full report on the material destroyed. In addition, provide any related certificates of destruction that are issued by the Vendor.

C. Environmental

1. To the extent necessary provide secure recycling services for destroyed documents or other media.

5.4 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

State Contract Administrator: Charles Barnette (Charles.Barnette@doa.nc.gov); and

State Contract Manager: Austin Kiziah (Austin.Kiziah@doa.nc.gov).

Note: In the event the State’s Contract Administrator or Contract Manager changes, notification will be sent to the Vendor’s Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a Contract Manager. The Contract Manager shall be the State’s point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
E-mail:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
E-mail:	

6.2 ORDERING INSTRUCTIONS SOLUTION

The State will allow for 'Ordering Instructions'. Vendor will be required to provide the sales representative's contact information at the time of award. If selected for contract award, the State will work with awarded Vendors and the E-Procurement team to create catalogs that meet the requirements for ordering instructions depending on the complexity of the awarded contract and the number of items available.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet annually with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

Business Review meetings shall be scheduled as indicated above. Meetings shall be presented by the Vendor and be inclusive of the following:

- a) Spend overview (Buying Entity Spend) Fiscal Year (FY) Comparison
 - i. Service Cost Savings
 - ii. Bins in use
 - iii. Number of On-site Shredding
 - iv. Number of Off-site Shredding
 - v. Volume Discount
 - vi. Additional Discounts Exercised
 - vii. Rebates
- b) Product Accuracy Rate – Percentage of bins picked up on time
- c) Completion Rate – Pounds destroyed
- d) On-Time Delivery Rate – Percent of bins deployed on time
- e) Sustainability Efforts and Results
 - i. Volume of Shredding
 - ii. Defined sustainability features KPIs
- f) Challenges
- g) Improvement Ideas

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.5 PERIODIC SEMI-ANNUAL STATUS REPORTS

The Vendor shall be required to provide Sales Management Reports to the above designated Contract Manager on a **Semi-Annual** basis. This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by Buying Entity, to include agencies, community colleges, universities, school systems, local government entities.
2. Items Purchased, Item Description, Quantity, Unit of Measure, List Price, Contract Price, any additional pickup charges such as specialty packaging or overnight pickup, Ordering Entity, Pickup Location (City), Order Date, Pickup Date for documents to be destroyed, bins in use.

Semi-Annual Sales Management Reports shall be sent to PCReports@doa.nc.gov with the Contract Manager copied at the above indicated e-mail address. Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the contract.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically, to include using the **Vendor Semi-Annual Spend Data Report**. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Vendor shall submit the Semi-Annual Sales Management Reports by the 15th of the month following the end of the quarter. The Semi-Annual Management Report delivery schedule is included below:

By January 15th: Q1 and Q2 Semi-Annual Management Report for July – December; and

By July 15th: Q3 and Q4 Semi-Annual Management Report for January – June.

This schedule aligns with the State's fiscal year. If the contract start date does not align with the start of a quarter, the initial Semi-Annual Management Report shall be for the period from the contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

6.6 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.7 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Buying Entity to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Certificate of Destruction, Item Descriptions, Price, Quantity, and Unit of Measure.

Certificate of Destruction.

All finalized documents or mixed media destruction must accompany the invoice with a copy of the Certificate of Destruction. The Certification of Destruction must contain a list of location(s), date of service, total pounds for each date of service.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.8 DISPUTE RESOLUTION

During the performance of the contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot

be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the contract, or at law. This provision, when agreed in the contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.10 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the contract.

Price increase requests shall be submitted in writing to the Contract Manager, not more than once per year, and shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in contract cancellation.

6.11 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.12 TAXES

No taxes shall be included in any bid prices.

6.13 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.