



STATE OF NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION,

DIVISION OF PURCHASE & CONTRACT

Invitation for Bid #: DPC-1595355701-MT

Document Destruction Services

Date Issued: June 27, 2025

Bid Opening Date: July 16, 2025

At 2:00 PM ET

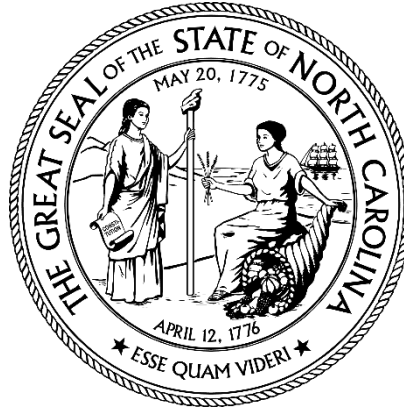
Direct all inquiries concerning this IFB to:

Melinda Tomlinson

State Procurement Manager

E-mail: Melinda.tomlinson@nc.gov

Phone: 984-236-0238



STATE OF NORTH CAROLINA

Invitation for Bid

DPC-1595355701-MT

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

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-1595355701-MT
	Bids will be publicly opened: July 16, 2025 @ 2:00 PM ET
For Statewide Use of All State Entities	Commodity # and Description: 761200 – Refuse disposal and treatment
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:		
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

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 that provides the State’s entities with a catalog of Statewide Term Contracts (STC), enabling an encompassing, organized, and efficient manner to pool resources for the procurement of goods and services.

The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) seeks to provide additional qualified vendors to the current Statewide Term Contract for Document Destruction Services (STC# 7612A) to be used throughout the State of North Carolina, on an “As Needed” basis, if and when requested by State Departments, Agencies, and Higher Education Institutions (also known as Purchasing Entities) during the contract period. The contract will include all labor and equipment necessary to provide document destruction services (including shredding and recycling services) for both on-site and off-site use, as well as options for secured on-site and off-site services pertaining to destruction regulations related to Protected Health Information (PHI), Federal Taxpayer Information (FTI), and Health Insurance Portability and Accountability Act (HIPPA), as required by the State. Documents and/or destroyed documents shall be removed from the Purchasing Entity’s premises and disposed of and/or recycled in a secure and environmentally sound manner. Each Purchasing Entity will specify the category of document destruction services needed, any required security agreements, locations, date/time, pick-up frequencies, and required bins when requesting services.

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 that will offer savings to the State and confirm, through Vendors’ submission of bids, their ability to meet the State’s needs.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, as well as for 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 a Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall begin on the date of final Contract execution (the “Effective Date”) through October 22, 2029.

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 providers to the contract and 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.

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://eprourement.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://eprourement.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	June 27, 2025
Submit Written Questions	Vendor	July 7, 2025 @ 12:00 PM ET
Provide Responses to Questions	State	July 11, 2025
Submit Bids/Bid Opening	Vendor	July 16, 2025 @ 2:00 PM ET Microsoft Teams Join the meeting now Meeting ID: 237 444 434 582 1 Passcode: sa9hU3ij Dial in by phone +1 984-204-1487,,421051893# United States, Raleigh Phone conference ID: 421 051 893#
Intended Contract Award	State	TBD

**Dates are subject to change.*

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-1595355701-MT – 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) Cover Letter, may include the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Response (Sections 4.6 Sustainability Efforts; 4.11 NAID Certification; 5.2 Specifications (*Volume Record Method*); 6.1 Contract Manager and Customer Service)
- f) Completed version of ATTACHMENT A: PRICING WORKBOOK
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable services, 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 services 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) **FTI:** Federal Taxpayer Information
- b) **PHI:** Protected Health Information
- c) **Purchasing Entity:** Purchasing Entity within the State (including state agencies, departments, community colleges, and universities, etc).
- d) **Mixed Media:** Consists of, but is not limited to, pill bottles, patient wristbands, x-rays, hard drives, Universal Serial Bus (USB) flash drives, and disc-based media.
- e) **Off-site Destruction Services:** Document and mixed media destruction which occurs away from an Entity’s office or site.
- f) **On-site Destruction Services:** Document and mixed media destruction which occurs at or on an Entity’s office or site.
- g) **NAID:** National Association of Information Destruction
- h) **Secured:** Sensitive materials at the Entity’s location with strict security controls (such as IRS Publication 1075, Exhibit 7, HIPPA, PHI).
- i) **Standard:** Non-sensitive materials at the Entity’s location, following routine operational procedures without additional security measures.

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, 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 procurement lead 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 procurement lead 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.

Note: There shall be no minimum order fees for services provided.

4.2 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, tiered pricing, rebates, etc. Additional Discount Offers shall be in addition to the discounts the 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 requested to propose an additional percentage discount that 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 a quarterly basis (see Section 6.4 PERIODIC QUARTERLY SPEND REPORTS). The Vendor shall submit the rebate amount due by check with the "Contract 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
325 N. Salisbury Street
Raleigh, NC 27603

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 the 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 WORKBOOK.

4.3 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.

4.4 REFERENCES

Vendors shall upload, to the Sourcing Tool, at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has provided **the exact Document Destruction Services** being offered. References shall not be from the same company or from the soliciting State entity. The State *may* contact these users to determine the quality level of the offered services; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the bid.

4.5 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

Purchasing Entities utilizing this contract may require additional background checks in accordance with agency-specific policies or applicable statutes (e.g., those handling sensitive or confidential information such as tax records). Vendors shall comply with any agency-mandated background check requirements prior to performing services at those locations. These requirements may include, but are not limited to, criminal history checks, fingerprinting, or verification of employment eligibility.

Vendors are responsible for any associated costs and must ensure compliance before assigning personnel to such entities. The Purchasing Entity will communicate background check requirements during the scheduling of service.

Failure to meet agency-specific background check requirements may result in the removal of services to that agency.

4.6 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, using ATTACHMENT H: SUSTAINABILITY EFFORTS FORM, how environmental requirements relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content or products, etc.) of services offered, demonstrating the ability to run usage reports that include information about each offered service’s environmental/sustainability attributes, packaging and recycling of spent products.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. “Professional manner” means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third-party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 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.

4.9 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.

4.10 INFORMATION SECURITY REQUIREMENTS FOR SECURED ON-SITE/OFF-SITE OPTIONS

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)).

FTI and PHI – IRS Publication 1075 Exhibit 7 Related Services

The Vendor understands and acknowledges that the awarded contract, specific to PHI and FTI are further bound by the provisions of the Security Requirements for Vendor Staff and Contractors, and IRS Publication 1075 Exhibit 7, see attached.

Security Requirements for Vendors and Subcontractors

All vendor-provided and subcontractor staff, including seasonal workers, must complete the required security checks prior to starting work at any state facility. Security checks required will vary based on the system and information access level and will generally adhere to the principle of least privilege. The NCDOR or NCDHHS, or any other Procurement Entity processing PHI or FTI will provide a matrix of requirements, with initiation of order, and guide for the most common levels of access and the corresponding security requirements for each level. Each Purchasing Entity will advise and approve any required access levels.

Required documentation must be submitted prior to beginning work at the requesting Purchasing Entity. The documentation should be submitted as determined by the Purchasing Entity.

Guidelines include the following:

- Required access levels and matrix of security requirements
- Non-Disclosure Agreement
- Criminal Background Checks
- Fingerprinting
- Security Awareness Training
- IT personnel of the Purchasing Entities will review and approve any requests for special access if required
- As defined in the Requirements Definitions below

Requirements Definitions

Nondisclosure Agreement: Any staff performing work under this contract may be required to sign a Nondisclosure Agreement (NDA), at the discretion of the Purchasing Entity, agreeing to maintain the confidentiality of any state data to which the Vendor Staff and/or Subcontractor may have access.

Criminal Background Checks: If requested by the Purchasing Entity, Vendor must ensure that all applicable staff who receive or access State data, whether in paper or electronic form, undergo and successfully pass a criminal background check at the Vendor's expense. The Vendor must comply with all background check requirements mandated by the Purchasing Entity. Purchasing Entities reserve the right to determine the criteria and conditions for passing a background check.

Fingerprinting: Completion of Federal Bureau of Investigation (FBI) fingerprinting may be required to identify potential suitability issues. The frequency of these checks, including whether they are repeated, will also be determined by the Purchasing Entity. The determination of suitability is at the sole discretion of the Purchasing Entity.

Security Awareness Training: Security Awareness Training may be required at the discretion of the Purchasing Entity. To participate in training, any staff performing work under this contract on behalf of the Vendor and/or Subcontractor must have a valid business email address.

Non FTI and PHI Secured Services

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. This acknowledgement will be completed based on the individual Purchasing Entity's Business Associate Agreement.

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 Purchasing Entity.

Some Purchasing Entities may require Vendor to obtain additional authorization or approvals prior to accessing certain sensitive or confidential information, including but not limited to tax records or federally protected data.

This may include approval or certification from external entities such as the Internal Revenue Service (IRS) or other regulatory bodies to ensure compliance with applicable laws, regulations, and data safeguarding requirements. *See Exhibit 7, Safeguarding Contract Language.*

The Vendor is responsible for securing all required authorizations and ensuring subcontractor compliance before performing services that involve access to such information. Any delays or failure to obtain necessary approvals may limit or restrict the Vendors' ability to provide services to specific Entities.

Vendor must notify the Purchasing Entity and the State Term Contract's Contract Manager of any real or suspected security breach immediately and will coordinate with the Purchasing Entity any external communications or notifications to be sent out. The Purchasing 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 Purchasing 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.

4.11 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 indicate below and 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

4.12 INSURANCE REQUIREMENTS MODIFICATION

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

- Contract value in excess of \$1,000,000.00

4.13 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.

4.14 SECRETARY OF STATE REGISTRATION

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

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.

Vendor is registered with the North Carolina Secretary of State: Yes No

4.15 SUBCONTRACTOR

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

5.0 SCOPE OF WORK AND SPECIFICATIONS

The specifications and requirements below are drawn around services which the State has evaluated and determined are necessary. Vendors are requested to offer only comparable services which will provide the requirements and performance needed and implied. Document Destruction Services provided to the State shall perform satisfactory for the use designated herein and shall at least meet the criteria listed in this IFB per the categories referenced within this section. The Document Destruction Services provided shall be of the same quality and acceptance generally recognized within the refuse collection, disposal, and data protection industries. The State reserves the right to determine this recognition and the acceptability of the services that are proposed to be furnished under any and all awarded Contract(s) as a result of this IFB.

This solicitation applies only to Document Destruction Services in the identified categories. Bids for similar services in other, related categories will not be accepted. The State will evaluate its needs for additional categories and may issue additional solicitations in the future.

Category 1: Standard On-Site Destruction

Category 2: Standard On-Site Destruction (Unlocked)

Category 3: Secured On-Site Destruction (FTI and PHI)

Category 4: Off-Site Destruction

Category 5: Secured Off-Site Destruction (FTI and PHI)

Category 6: Mixed Media

Category 7: IT Media

5.1 CUSTOMER SERVICE

Key principles and strategies for delivering customer service in the context of Document Destruction Services include, but are not limited to:

- Responding to inquiries and service requests from Purchasing Entity within one (1) business day.
- Demonstrating knowledge and expertise by confirming inquiries via email or as requested by the Purchasing Entity.
- Ensuring security, accuracy and efficiency in all orders and services provided, including confirming the number and type of bins on-site, the weight or quantity of documents destroyed, and verifying the recycling of collections with the invoice.
- Providing tracking and status updates on services rendered, including information about containers in use.
- Collecting feedback from customers.

5.1.1 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. Vendors must specify the counties where they will provide services by completing the information requested for each county on Attachment A: Pricing Workbook. If any county is left blank, the State will interpret this as the Vendor not offering services in that county.

5.2 SPECIFICATIONS

1. DOCUMENT DESTRUCTION CATEGORIES

A. STANDARD 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. Vendors must indicate their method of destruction for On-site on Attachment A: Pricing Workbook.

- i. All work is performed under the supervision of the employee assigned by the Purchasing Entity for services provided by the Vendor.

- ii. The truck will arrive at the Purchasing Entity facility during the scheduled time and be operable throughout the shredding service.
- iii. A backup truck shall be provided in case of equipment failure or inadequate capacity to complete the job.

B. SECURED ON-SITE DESTRUCTION

Vendor shall provide collection and secured shredding services to permanently destroy and dispose of both Federal Taxpayer Information (FTI) and non-FTI, as considered comingled, paper and mixed media at the designated service locations and frequencies requested by the NC Department of Revenue (NCDOR) or the NC Department of Health and Human Services (NCDHHS) and, as applicable, by other participating entities. All services must be performed in accordance with the sanitization methods required by IRS Publication 1075 Exhibit 7 (Services) and in accordance with the specifications outlined herein. The methods of sanitization can be found: [Media sanitization guidelines | Internal Revenue Service](#).

1. COLLECTION OF ITEMS FOR DESTRUCTION

Vendor shall furnish 95-gallon leak-proof recycle containers (unless another size is requested by Purchasing Entity) that are specifically designed for Services in the quantities requested by NCDOR and NCDHHS, and as applicable by other participating entities. Vendors shall provide separate containers for FTI and for non-FTI items. All closed-top recycling containers shall be equipped with approved built-in locking devices, and keys shall be provided to designated staff to prevent unsupervised access to sensitive documents. The Vendor shall maintain recycle containers so that their latches, covers, and other components function properly. Should a recycling container become inoperable or in disrepair, Vendor shall provide a replacement container within ten (10) business days.

- a. The locks for recycling containers for FTI must be keyed differently from those for non-FTI recycling containers. The vendor must provide one key for each type of container, totaling one key per container.
- b. When determining shredded volume, the contents from the FTI recycle containers shall be weighed separately from the contents from the non-FTI containers.
- c. All recycling containers shall remain on-site throughout the contract term.
- d. Vendor shall distribute its proposed recycling containers to each of the Service Locations in the quantities requested by the Purchasing Entity. NCDOR and, as applicable, any other participating entity, reserves the right to request the addition or removal of recycling containers at each location during the term of the contract.
- e. During each Service Level Pickup, Vendor shall remove its recycling container(s) from the designated location, empty each of its recycling containers, and destroy the contents as outlined below. After emptying the contents of each recycling container, Vendor shall lock the recycling container and return it to its designated location.

2. DESTRUCTION REQUIREMENTS

Vendor shall provide an on-site shred truck to perform the requested shredding services. Vendor shall provide all necessary equipment, materials, and supplies necessary for the Services. Vendor's shred truck shall arrive at the facility during the scheduled time and be operable throughout the shredding service. If the shred truck becomes inoperable due to an equipment failure or has insufficient capacity to complete the job at any time during the shredding service, the Vendor shall provide a backup truck. Unless otherwise approved by the NCDOR or NCDHHS respectively and, as applicable, any other participating entity, the back-up truck must arrive on-site to complete the scheduled shredding service within one (1) business day.

- a. **Paper Destruction:** Vendor shall provide secure shredding equipment to shred paper using a crosscut shredder, producing particles that are 1 mm by 5 mm (.04 in x .2 in) in size or smaller, or pulverized/disintegrator devices equipped with a 3/32 in (2.4 mm) security screen.
- b. **Mixed Media Destruction:** Mixed Media includes but is not limited to hard drives, CDs, DVDs, and flash or jump drives. Mixed Media destruction shall be scheduled as needed and will be identified during normal scheduled pickups. Vendor shall destroy mixed media in accordance with the applicable method outlined in [Media sanitization guidelines | Internal Revenue Service](#).

3. DESTRUCTION RECORDS

At the conclusion of each service visit, the Vendor shall complete and provide a Service Ticket that indicates the FTI weight destroyed and the non-FTI weight destroyed. A designated NCDOR or, as applicable, any other participating entity, employee shall acknowledge that the destruction process is complete. The Purchasing Entity will retain a copy of each Service Ticket for each visit.

A final Certificate of Destruction, including total weight (in pounds) destroyed, shall be submitted with invoices.

C. OFF-SITE DESTRUCTION

Vendor shall ensure that all material remains secured from the moment of retrieval from the Purchasing Entity’s location until destruction is complete. Vendors must indicate their method of destruction (Shred, Waste to Energy (WtE), or other methods) for Off-site on Attachment A: Pricing Workbook.

Note: If WtE is used, this process must be included in the Sustainability Efforts attachment, located within the Sourcing Event, to provide details of this process.

2. SERVICE LEVEL PICK-UPS

Vendor shall provide services for standard on-site, secured on-site, and off-site destruction, as determined by the needs of the Purchasing Entity, which may follow the schedule outlined below or differ based on specific requirements:

- 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 the regularly scheduled Service Level Pick-ups, the Purchasing Entities may request additional services as needed, such as annual file purging, etc. These additional services shall be scheduled based on the specific timing and volume requirements of the Purchasing Entity.

A. Products and Services for Non-Secured Document Destruction

- 1. **Recycle Containers** – Vendors shall provide, at minimum, secured plastic wheeled 96-gallon and/or secured plastic wheeled 64-gallon containers to collect documents for destruction. Exact container sizes shall be specified by each Purchasing Entity. Vendors shall ensure:
 - a. Containers will be deployed at Purchasing Entity locations (onsite); and
 - b. Additional containers shall be provided to the Purchasing Entity upon request and at no additional cost; and
 - c. Containers must include lockable security features when stored on-site with keys provided to the Purchasing Entity, to restrict access to sensitive documents.

- 2. **Collection** – Vendors shall collect containers as scheduled by Purchasing Entity. Specific details and final schedules will be determined between the awarded Vendor and Purchasing Entity. Remove and destroy the contents from each container. Each container shall be emptied and destroyed in accordance with the security requirements outlined in Section 5.2 SPECIFICATIONS, C. Security and Confidentiality of this IFB, and the lid shall be replaced and locked.
 - a. Shredding of Documents – Paper must be inserted into the shredder equipment for destruction. Vendors are encouraged to meet a minimum shred size of 1mm x 5mm (.04in x 0.2in) or smaller. However, vendors may use alternative shred sizes that align with their standard shredding capabilities, provided they follow the Original Equipment Manufacturer (OEM) specifications for paper destruction.
 - b. Mixed Media Destruction – Containers may also contain mixed media, which consists of, but is not limited to, pill bottles, patient wristbands, x-rays, hard drives, 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. Purchasing Entities shall adhere to the State’s policy on the disposal of IT equipment.

- 3. **Documentation** – Upon completion of scheduled shredding services, a record of total weight shall be provided to the Purchasing Entity and signed by both the Vendor and a Purchasing Entity employee. A copy must be provided to the Purchasing Entity employee at the time of service. Electronic approval methods may be permitted as long as both Vendor and Purchasing Entity are in agreement.

- 4. **Volume Record Method** – Vendor shall provide a volume of shredding report to the Purchasing Entity. Please indicate the method of measuring the weight of shred below, noting volume of secured shredding must be an actual weight, not a converted weight.

Weight Based (on scale, documented on-site)

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

- 5. **Missed Pick-up** – If a regularly scheduled pickup is missed by the Vendor, for whatever reason, an immediate reschedule shall be confirmed with the Purchasing Entity’s Contract Manager. Should any equipment become inoperable, an adequate substitute shall be provided in a timely manner. If a scheduled shred falls on a State holiday, Vendor shall confirm schedule for the next business day.

B. Security and Confidentiality

- 1. Vendors shall provide both on-site and off-site destruction and removal of documents, ensuring the security of confidential records at all times. Maintain security procedures for the collection and destruction of documents, whether conducted on-site or off-site.
- 2. Vendors shall 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 Purchasing Entity and Statewide Term Contract Contract Manager of any use or disclosure of information as soon as they become aware.
- 3. Vendor shall comply with all relevant, as determined by Purchasing Entity, security requirements outlined in Attachment I, Security Requirements for Vendor Staff and Contractors. This document shall be updated, upon any updates required by IRS Publication 1075 Exhibit 7.
- 4. Vendor shall comply with all requirements required by the Purchasing Entity to safeguard documents collected from breaches of confidentiality.
- 5. Additional agreements regarding security and confidentiality, independent of this STC, may be required by the Purchasing Entity for Document Destruction Services. Additional agreements shall include, but are not limited to, IRS Publication 1075, Exhibit 7 and Exhibit 4.
- 6. Vendor’s employees (including sub-contractors) shall wear a uniform or other clothing that clearly identifies the company. Additionally, the Vendor shall provide each employee with a company-issued photo identification badge (badge ID). Employees must wear the badge ID visibly at all times while performing services.
- 7. Upon completion of service, Vendor shall provide the Purchasing Entity’s Contract Manager with a full report on the materials destroyed. In addition, Vendor shall provide any related certificates of destruction that are issued by the Vendor.
- 8. Vendor shall, at no extra cost to the state, be responsible for obtaining all necessary licenses and permits and for complying with any applicable federal, state, and local laws, codes, and regulations related to the performance of this contract.

5.3 OPTIONAL VALUE-ADDED SERVICES

Vendors may provide Value-Added Services along with a description and pricing offered on ATTACHMENT A: PRICING WORKBOOK. During the award process, the State has the option to negotiate the optional services being offered. Please be advised that any value-added services offered are optional and will not be included in the bid evaluation process; however, they may be taken into consideration at the State’s discretion. The State does not imply or intend that any value-added service will be deemed acceptable.

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 services offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to provide conforming services. Deviations shall be explained in detail on an attached sheet and uploaded

in the sourcing tool, titled DEVIATIONS. 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: Melinda Tomlinson, Melinda.tomlinson@doa.nc.gov

State Contract Manager: Jonathan Davis, Jonathan.davis@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:	

Check here if the Contract Manager and Customer Service point of contact are the same.

6.2 CONTRACT BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically *annually* with the State for Contract Business 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 annually. Meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend Overview (Purchasing Entity Spend) Fiscal Year (FY) Comparison
 - a. Service Cost Savings
 - b. Number of Bins in Use
 - c. Number of On-site Shredding - Standard
 - d. Number of On-site Shredding - Secured
 - e. Number of Off-site Shredding
 - f. Number of Mixed Media & IT Media Destruction
 - g. Volume Discount
 - h. Additional Discounts Provided
 - i. Rebates
2. Service Accuracy Rate – Percent of bins picked up on time
3. Completion Rate – Pounds destroyed
4. On Time Delivery Rate – Percent of bins deployed on time
5. Sustainability Efforts and Results
 - a. Volume of Shredding
 - b. Defined sustainability features KPIs
6. Additional Discounts Exercised
7. Challenges
8. Improvement Ideas

6.3 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.

6.4 PERIODIC QUARTERLY SPEND REPORTS

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

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

Quarterly Sales Management Reports shall be uploaded into the Electronic Vendor Portal in the Ariba tool, utilizing the provided template. Instructions for uploading the report can be found at the following link: <https://eprocurement.nc.gov/stc-quarterly-reporting-evp/download?attachment>. Vendor shall include all issues identified by Vendor related to Vendor performance or to the State’s usage of the contract.

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

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

By July 15th: Q4 Quarterly Management Report for April – 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 Quarterly 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.

6.5 ACCEPTANCE OF WORK

Performance of the work 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 are approved as acceptable by the Purchasing Entity.

Acceptance of work products shall be based on the following criteria:

1. Compliance with Contract Requirements
2. Adherence to Security Requirements
3. Purchasing Entity Approval
4. Submission of Certificate of Destruction

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.

6.6 INVOICES

Vendor shall invoice the Purchasing Entity. The standard format for invoicing shall be Single Invoices, meaning that the Vendor shall provide the Purchasing Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing 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, Purchaser’s Order Number, Certificate of Destruction, Item Descriptions, Price, Quantity, and Unit of Measure.

6.6.1 Certificate of Destruction

All finalized documents and mixed media must be accompanied by a copy of the Certificate of Destruction, which must be included with the invoice. The Certification of Destruction must contain a list of location(s), date of service, and total pounds for each date of service.

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

6.7 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.

6.8 POST AWARD SUBSTITUTION, ADDITIONS, & REMOVALS

Post-Award substitutions or deviations are not permitted without prior written approval from the Contract Manager. Proposed substitutions shall offer the same or higher quality and at the same or lower price as the offered service. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The services covered in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional services to the contract that can be provided by the awarded Vendor. The price for these added services will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the services listed in the IFB.

6.9 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, which shall include the rationale 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.

6.10 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.

6.11 TAXES

No taxes shall be included in any bid prices.

6.12 ATTACHMENTS

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

Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and

obligated to the agency under this contract.

(12) For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 ([see Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency’s security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.