

OFFICIAL SOLICITATION PRICE SHEET
SOLICITATION #S000000168
ON-SITE SHREDDING SERVICES

Table 1	
Enter a bid price below for Regions that your company is interested in providing Shredding Services. (To be used for regional low-cost determination)	
REGION A: CENTRAL ARKANSAS	
PRICE PER TRIP CHARGE FOR REGION A	\$36.00 Trip Fee+.16 per lb.
REGION B: NORTHEAST ARKANSAS	
PRICE PER TRIP CHARGE FOR REGION B	\$46.00 Trip Fee+.19 per lb.
REGION C: NORTHWEST ARKANSAS	
PRICE PER TRIP CHARGE FOR REGION C	\$46.00 Trip Fee+.19 per lb.
REGION D: SOUTHEAST ARKANSAS	
PRICE PER TRIP CHARGE FOR REGION D	\$46.00 Trip Fee+.19 per lb.
REGION E: SOUTHWEST ARKANSAS	
PRICE PER TRIP CHARGE FOR REGION E	\$56.00 Trip Fee+.21 per lb.

Per Section 2.1.A.1. The State reserves the right to award a term contract based on an all or none basis if a Contractor provides pricing on all Regions and the total combined pricing of all Regions is lower than the pricing per Region.

Table 2	
Enter a price below if your company is interested in providing Shredding Services to all Regions. Pricing will not be considered unless it meets the Requirements in Section 2.1.A.1. (Only to be used in low-cost evaluation if it is determined that a statewide award is beneficial)	
ALL OR NONE PRICING FOR ALL REGIONS	
PRICE PER TRIP CHARGE FOR ALL REGIONS	\$41.00 Trip Fee+.18 per lb.



STATE OF ARKANSAS
DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
 501 Woodlane St., Ste. 220
 Little Rock, Arkansas 72201-1023

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000168	Solicitation Issued:	August 31, 2022
Description:	Shredding Services		
Department:	Statewide		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	September 12, 2022	Bid Opening Time:	1:30 P.M., Central Time
Bid responses for this Invitation for Bid must be submitted through ARBuy, the State's eProcurement system. It can be accessed at https://arbuy.arkansas.gov . Bids received after the submission deadline may be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Buyer:	Julia Shackelford	Buyer's Direct Phone Number:	501-371-6079
Email Address:	Julia.shackelford@arkansas.gov	TSS OSP's Main Number:	501-324-9316
TSS OSP Website:	https://www.transform.ar.gov/procurement/		

SECTION 1 – REQUIREMENTS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the TSS Office of State Procurement (TSS OSP) to obtain pricing for a non-mandatory Statewide Shredding Services contract for the Regions listed in *Attachment A – ADEM Emergency Management Areas by Region*.

Arkansas public schools and other political governmental entities, e.g., cities, counties, municipalities, may also purchase from the resulting contract as cooperative participants.

Ordering will be done on an as needed, if needed basis per each agency. The State does not guarantee any usage of the contract whatsoever. *Attachment B – Arkansas Locations by Regions* shows a list of State Agencies that show an interest in using this contract and is provided as a courtesy to the Prospective Contractors.

Direct all questions, comments, or concerns you may have regarding this solicitation to the TSS Office of State Procurement.

1.2 LIVE BID OPENING

Use the information below to view the bid opening online.

Zoom Meeting Link:

<https://arkansas-gov.zoom.us/j/86799040985?pwd=NmtuNStPdWhkd1FvTHNtNFMyYi9VQT09>

Meeting ID: 867 9904 0985

Meeting Passcode: 859940

Dial-In Information: 877 853 5257 US Toll-free

888 475 4499 US Toll-free

1.3 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this Solicitation via the solicitation posting in ARBuy by 3:00 p.m., Central Time on or before September 6, 2022.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the solicitation posting in ARBuy by the close of business on September 7, 2022. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the TSS OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the TSS OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by TSS OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by TSS OSP.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State Holidays. A list of Arkansas State Holidays can be found at the following link:
<https://www.sos.arkansas.gov/news/state-holiday-calendar/>
- C. "On-Site Shredding Services" means the collection, shredding, destruction, and disposal of shredded documents at each applicable agency facility on a scheduled basis, which may be weekly, bi-weekly, monthly, or on any other schedule mutually agreed upon between the Contractor and each agency.
- D. "Prospective Contractor" means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- E. "Requirement" means something required.
- F. "Responsive Bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- G. "**Shall**" and "**Must**" mean the imperative and are used to identify requirements.
- H. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the Department using such a contract.
- J. The terms "Invitation For Bid", "IFB" and "Solicitation" are used synonymously in this document.

1.5 CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

- A. The Contractor **shall** provide On-Site shredding services for any State or local public procurement agency located within the State of Arkansas.
 - 1. The Contractor **shall** understand and agree that each agency requires flexibility in the arrangements and methods for the collection of documents on a building-to-building and case-by-case basis.
 - 2. The Contractor **shall** coordinate and work in good faith with each agency and designee in seeking and obtaining the arrangements and methods of collection.
- B. The Contractor **shall** be certified by the National Association for Information Destruction (NAID) and **must** provide the certificate when requested by TSS OSP.
 - 1. A lapse of NAID certification during the term of this contract **shall** be cause for contract cancellation.
- C. The Contractor **shall** comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements as applicable.

- D. Confidentiality of all documents for shredding **must** be required. Therefore, the Contractor **shall not** inspect, view, peruse, copy, or examine any confidential documents whether designated for shredding or disposal, or not. In addition, the Contractor **shall not** disclose, release, or communicate any confidential information to any third person, individual, organization or entity not employed or approved by the State. Should any violation or breach of this provision occur, such **shall** constitute cause for immediate termination of the contract upon receipt of written notice by the Contractor. The Contractor **shall** maintain confidentiality in accordance with best industry practices in compliance with Federal and State laws, and in compliance with the National Association for Information Destruction, Inc. requirements for Contractor certification.
1. The Contractor's personnel designated to work with confidential records **shall** sign a statement of confidentiality guaranteeing non-disclosure of information prior to performing any work described in this contract. The confidentiality statement **must** be designed, implemented, and maintained by the Contractor, with approval by the State. If requested, the statement of confidentiality **must** be made available for viewing by the agency representative. Additionally, the Contractor **shall** comply with "Safeguarding Contract Language, Exhibit 7" from the IRS's Publication 1075.
- E. The Contractor **shall** accept shredding service requests by telephone, fax, or other method as agreed upon between the Contractor and each agency.
- F. The Contractor **shall** provide shredding services no later than five (5) Business Days after a request for service is made, or by the date mutually agreed upon between the agency and the Contractor.
- G. The Contractor **shall** collect the documents from within the agency facilities and remove the documents from the building for shredding on agency premises.
1. Prior to Contractor's arrival, the agency will be responsible for removing the documents from file cabinets and placing the documents that are to be shredded in containers that allow for convenience of movement.
- H. Unless otherwise specified herein, the Contractor **shall** furnish all equipment, material, labor, facilities, and supplies necessary to perform the services required herein.
1. The agency will not provide hand trucks or any other equipment to assist the Contractor.
- I. The Contractor **shall** provide the agency a Certificate of Document Destruction each time shredding services are performed.
1. An agency representative **shall** witness the destruction of the confidential documents.
 2. When there is more than one Purchase Order at a location, a separate Certificate of Destruction **must** be issued for each Purchase Order in order for the Certificate(s) to match the relevant Purchase Orders and Invoices. The Certificate of Destruction **must** include at minimum:
 - a. Location of agency facility.
 - b. Date service provided.
 - c. Appropriate units of measurement, if applicable.
 - d. Truck Number.

- e. Signature and title of Contractor's employee performing services.
 - f. Signature of witness.
 - g. Guarantee that the confidentiality of all documents was maintained from the time of collection until the documents were destroyed and that none of the documents were read or copied by the Contractor or Contractor's personnel prior to such destruction.
- J. The Contractor **shall** provide secured, locked containers, free of charge, for the collection of documents in the sizes and quantities specified by the applicable agency.
- 1. Each container **must** have a drop-slot and a key-locked deadbolt that is tamper evident.
 - 2. The Contractor **shall** provide the agency representative with a key for all locking containers provided. If a key is lost, the Contractor **shall** supply a new key at no additional charge to the agency. Any keys replaced after the first initial loss will be subject to a charge to the agency.
 - 3. The Contractor **shall** clearly mark containers for their intended use.
 - 4. The Contractor **shall not** limit the number of containers at any agency site.
 - a. The Contractor **shall** coordinate and work in good faith with each state agency designee in determining the number and size of containers required.
 - b. The Contractor **shall** place containers in the locations requested by the agency, provided the placement is in accordance with applicable fire codes. The Contractor **shall** be aware of these regulations.
 - c. The Contractor **shall** retain ownership of the containers. The Contractor **shall** agree that the State will not be responsible for any liability incurred by the Contractor or the Contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the Contractor.
- K. The Contractor **shall** provide vehicles specifically designed for mobile shredding services.
- 1. Vehicles **must** have lockable cabs and have fully enclosed and lockable refuse boxes.
 - 2. Vehicles **must** always remain locked when Contractor personnel are not actively loading or unloading the containers.
 - 3. Vehicles **must** be clearly marked with the corporate logo of the Contractor.
- L. The Contractor **shall** provide shredding equipment with the capacity to handle the volume of material generated or produced through the course of government business. Equipment **must** destroy all materials whether stapled, clipped, or bound.
- M. The Contractor **shall** provide shredding equipment that will convert documents into small unreadable pieces which are then mixed, compressed, and secured until destroyed by using crosscut or shear-cut method. Strip shredding will not be acceptable.
- 1. The shredded paper **must** be destroyed in a manner that prevents the paper from being in a position where it can be reconstructed.

2. The shredded paper **must** be taken to the Contractor's facility or to an off-site facility, where it **must** be destroyed by burning, mulching, pulping, shredding, or disintegrating. This process **must** comply with IRS Publication 1075, Section 8.3 Destruction Methods.
- N. The Contractor **shall** understand that the agency, may at any time throughout the contract, accompany the Contractor during any collection, hauling, or destruction process being conducted by the Contractor. The Contractor **shall not** restrict or in any way limit the state agency's right or ability to oversee any and all services provided by the Contractor.
- O. In most cases, documents that are to be destroyed will be in a locked storage area within the agency facility. Therefore, the Contractor, with accompaniment by an agency designee, **shall** transport the documents on carts or other method from each storage area to the Contractor's truck on-site. The Contractor **shall** load and unload all documents without assistance from agency personnel.
- P. The Contractor **shall** handle and transport all documents in covered containers to ensure that no shredded documents are lost or mislaid en route.
 1. In the event the agency does not have the documents in covered containers, the Contractor **shall** make every effort to ensure that no record is lost or mislaid en route.
 2. If requested by the agency, the Contractor **shall** remove and/or dispose of all cardboard boxes that were used to contain the documents. The Contractor is encouraged to reuse or recycle all cardboard boxes.
- Q. The Contractor **shall** clean up the document destruction area and ensure that all loose material particles are collected and removed each time document destruction services are performed.
- R. The Contractor **shall** provide a summary report every three (3) months regarding the activity on the resulting contract. The report **must** include the number of containers and trip charges per month for each location being serviced.
 1. The summary report **must** be sent to the location as specified on the Purchase Order.

1.6 CONTRACTOR'S PERSONNEL REQUIREMENTS

- A. The Contractor's personnel **shall**, at all times, wear a photo ID badge and uniform, which reflects the Contractor's company name.
- B. The Contractor's personnel **shall** be trained, licensed, and bonded to perform shredding services.
- C. The Contractor's personnel **shall** sign a signature log each time services are required to attest that all confidential documents have been destroyed.
 1. The signature log **must** have the date, time, and location when document destruction was completed and countersigned by the agency designee.
 2. The signature log **must** be maintained at each participating agency location and made available for Federal and or State audit purposes.
- D. The Contractor's personnel **shall** sign a statement of confidentiality guaranteeing nondisclosure of information.

1. The confidentiality statement **must** be designed, implemented, and maintained by the Contractor.

1.7 CONTRACTOR'S ACCOUNT ESTABLISHMENT

- A. The Contractor **shall** establish an account for each location that requested services. Upon request from the agency, separate accounts may be established for different programs that share a single postal account.
- B. The Contractor **shall not** request that any agency sign a Contractor sales agreement when establishing the account.
 1. In the event, that an agency employee signs a sales agreement for an account, the sales agreement is null and void and the terms and conditions of any contract resulting from this solicitation prevails.

1.8 TYPES OF DOCUMENTS

- A. The Contractor **shall** destroy and dispose of documents, including, but not limited to, any of the items listed below.
 1. Confidential documents, including, but not limited to:
 - a. Motor vehicle documents
 - b. Driver licenses and identification cards
 - c. Child support documents
 2. White and colored paper and cardstock (all grades and colors), including, but not limited to:
 - a. Copier paper
 - b. Computer paper
 - c. Fax paper
 - d. Ledger paper
 - e. Cardstock
 - f. NCR forms
 - g. Road maps
 3. All envelopes with or without adhesive labels and stamps, and with or without windows, including, but not limited to:
 - a. Regular 10#
 - b. Window
 - c. Kraft (brown)
 - d. White
 4. Adding Machine Tape
 5. Post-it Notes
 6. File Folders
 7. Copier paper wrappers (ream)
 8. Shredded paper which may be in plastic bags or boxes

9. Newsprint Paper and Publications, including, but not limited to:
 - a. Newspapers
 - b. City Telephone Books
 - c. State Telephone Books
10. Books or bound materials, regardless of quality of paper or type of binding.
11. Glossy and coated paper, including, but not limited to:
 - a. Magazines
 - b. Catalogs
 - c. Junk Mail
 - d. Sales Literature and Brochures
 - e. Calendars
 - f. Publications
12. Non-paper items, including, but not limited to:
 - a. Paper clips
 - b. Staples
 - c. Spiral and GBC (plastic comb) bindings
 - d. Rubber bands
13. Media, including, but not limited to:
 - a. Magnetic computer tapes
 - b. Floppy disks
 - c. USB's
 - d. Video/Audio tapes
 - e. Microfilm
 - f. Microfiche
 - g. Roll film on reels
 - h. Optical and digital (i.e., CD, DVD, platters, credit cards)

1.9 INSURANCE REQUIREMENTS

- A. As requested by TSS OSP, prior to award of a contract, the Contractor **shall** furnish an approved "Certificate of Insurance" and **must** maintain the following insurance Requirements throughout the contract period and any renewal periods. The Contractor **shall** notify TSS OSP of any intention to cancel the insurance within ten (10) Business Days.
- B. The insurance **must not** be modified without TSS OSP approval.
- C. The Contractor **shall** have the following liability limits:

Commercial General Liability	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Automobile Liability	

Combined Single Limit \$1,000,000.00

Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory Limits
Employer Liability	\$100,000.00
Disease Each Employee	\$100,000.00

- D. The Contractor **shall** assume all liability for any accidents that may occur directly or indirectly by the Contractor and the Contractor's employees during contract work.
- E. The Contractor **shall** name TSS Office of State Procurement as a Certificate holder on each Certificate of Insurance with the following information:
 - 1. TSS Office of State Procurement
501 Woodlane St., Ste. 220
Little Rock, AR 72201
- F. The Contractor **shall** supply TSS OSP with replacement Certificates of Insurance not less than thirty (30) Business Days prior to the expiration dates or renewal dates of any insurance policies reflected on such certificates.

1.10 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

Performance Standards

<i>Service Criteria</i>	<i>Acceptable Performance</i>	<i>Damages</i>
On-Site Shredding Service Schedule	Contractor provides On-Site Shredding Services as stated in the IFB.	5% deducted per location from the monthly invoice for each missed scheduled shredding service.
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	Contractor complies with HIPAA Requirements as stated in the IFB.	5% deducted from the monthly invoice if HIPAA violation occurs.
Certificate of Destruction	Contractor provides a Certificate of Destruction as stated in the IFB.	5% deducted per location from the monthly invoice for each missed certificate of destruction.
Summary Report	Contractor provides a summary report every three (3) months as stated in the IFB.	5% deducted from the monthly invoice for each missed summary report.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 TYPE OF CONTRACT

- A. As a result of this IFB, TSS OSP intends to award a term contract to one Contractor per Region. See *Attachment A – ADEM Emergency Management Areas by Region*.
1. The State reserves the right to award a term contract based on an all or none basis if a Contractor provides pricing on all Regions and the total combined pricing of all Regions is lower than the pricing per Region.
- B. The anticipated starting date for any resulting contract will be immediately upon award, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by TSS OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

2.2 CONTRACTOR SELECTION

- A. Award will be made to the lowest-bidding, responsible Prospective Contractor per Region(s) for which they are bidding on. See 2.1 A. 1. for exception.

2.3 RESPONSE DOCUMENTS

- A. All bid responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at <https://arbuy.arkansas.gov>.
- B. *Bid Response Packet*
1. The following are bid submission requirements and **must** be submitted as part of a Prospective Contractor's bid response.
 - a. *Signed Bid Signature Page*. Signature may be ink or digital. (See *Bid Response Packet*.)
 - b. Completed *Bid Response Packet*, which **must** be in the English language.
 - c. Completed *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - d. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the Department.
 - e. *Exceptions Form, if applicable*.
 2. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form*.
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - c. Certificate of Liability (See *Insurance Requirements*.)

d. NAID certificate.

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.4 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section of this IFB by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor understands and agrees its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Requirements Section of this IFB.

2.5 ADDITIONAL TERMS AND CONDITIONS

- A. This IFB incorporates all of the Solicitation Terms and Conditions located on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates):
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- C. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Services Contract by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Services Contract can be viewed on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates):
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- D. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in 2.5.A and 2.5.C.

2.6 CONVENIENCE FEE

- A. Convenience Fee
Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e., local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of the Contract. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts **shall not** have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

- B. Quarterly Reporting and Fee Remittance
Contractor **shall** submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March

31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter.
2. Purchasing entity.
3. Total of Convenience Fee amount due.
4. Such other information as the State may reasonably request.
5. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

C. Payment of Convenience Fee

The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

D. Retention and Inspection of Records

The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.

2.7 PRICING

- A. Prospective Contractor **shall** enter the price per trip charge in the blue shaded cells on the *Official Solicitation Price Sheet* for On-Site shredding services per Region(s) in which they are bidding on.
- B. Prospective Contractor **shall** include all costs associated with fulfilling the Requirements of this IFB.
 1. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- C. To allow time to review bids, pricing **must** be valid for ninety (90) days following the bid opening.
- D. DO NOT submit any ancillary information not related to actual pricing.

2.8 PRICE ESCALATION

- A. Price changes may be negotiated at the time of contract renewal at the discretion of the State. Any request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. TSS Office of State Procurement, has the right to approve or deny any request for a price adjustment.
- B. In the event of a general price decrease, the State **shall** be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.