



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: Secure Document Destruction, NAIDD AAA Certified Providers

CONTRACT No.: CRP30636

EFFECTIVE DATES: 05/01/2022 to 04/30/2025

The Department of Administrative Services (DAS), Office of Procurement from Community Rehabilitation Programs (OPCRP) has accepted the proposal submitted in response to the Contract Number listed above by the certified Community Rehabilitation Program (CRP) and/or the certified Agent of a Community Rehabilitation Program (Agent). The CRP and/or Agent listed herein has been awarded a contract for the services or supplies listed. The respective ordering office contract approval form, [contract terms and conditions](#), [special terms and conditions](#), pricing schedules, specifications, and any attachments incorporated by reference and accepted by DAS become a part of this Mandatory Contract.

This Mandatory Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This mandatory contract is available to ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION, POLITICAL SUBDIVISIONS AND INSTRUMENTALITIES OF THE STATE, WITHIN THE 88 COUNTIES OF THE STATE OF OHIO, AS APPLICABLE .

This contract award by Office of Procurement from Community Rehabilitation Program is in accordance with Sections 125.60 to 125.6012 of the Revised Code.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as initially advertised or described.

State agencies may make purchases under this Mandatory Contract up to \$2500.00 using the State of Ohio Payment Card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This mandatory contract and any amendments thereto are available from the DAS Web site at the following address:

<https://ohiobuys.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: _____
Kathleen C. Madden, Director Date _____

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SPECIFICATIONS

I. SCOPE OF WORK

Each vendor participating on GDC987 will be certified by NAID (National Association for Information Destruction): The NAID Certification Program establishes standards for a secure destruction process including such areas as operational security, employee hiring and screening, the destruction process, responsible disposal and insurance. NAID performs audits by security professionals who focus on security measures and observable operations that occur on a daily basis at the member's site.

- A. Vendor will provide all equipment and materials necessary to perform this service for all agency locations. Drivers will pick up documents at the agency location using locked trucks and locked collection bins. Pick up and transport of documents from the customer's location will be performed by personnel thoroughly trained to securely transport confidential material directly to a secure document destruction facility. Trucks shall have GPS tracking technology to ensure that their whereabouts are known at all times. Trucks are equipped with slam locks and rear door sensors that render the vehicle inoperable if the rear door is open.
- B. Vendor will provide each agency (customer) with locking containers (rolling container, executive console, etc.) for collection of documents to be securely destroyed. Containers will be strategically placed for customer convenience, per the customer's specifications. A Service Ticket will be generated by the driver for each agency (customer) pickup. Documents to be destroyed will be picked up on a frequency agreed upon by the agency and vendor. Driver will assure that all containers are locked before being placed on trucks.
- C. When a driver makes an agency pickup, a Service Ticket will be recorded with the number of containers, boxes, pallets, etc. being received and the date of pick up. The driver will sign in the designated place and a person authorized to release documents will sign for the agency. A copy of the completed Service Ticket (customer copy) is left with the (agency) person signing.
- D. Immediately upon arrival to the vendor facility, trucks will be offloaded, containers will be weighed, and weights will be recorded on the Service Ticket. The customer will receive a monthly invoice with the total weight recorded. This copy may also serve as a Certificate of Destruction.
- E. Vendor will provide storage and destruction of all paper in a secure building that has a digital camera surveillance system and security alarm system that is monitored 24 hours per day, 7 days per week. Digital video recordings will be maintained for a minimum of 90 days.
- F. Vendor will provide secure document destruction at its facility by means of shredding, within a timeframe specified by the customer or within three business days from date of pickup, whichever is less. Vendor will ensure that the documents are shredded so there is no possibility of reconstruction. Vendor will use equipment that produces continuous shredding with a maximum cutter width of no more than 5/16 inch. Those Vendors that shred microfilm /microfiche do so to NAID standards.
- G. All documents once destroyed are to be 100% recycled by means of hydro-pulping. Vendor is required to have on file a written agreement with the recycling company that all paper will be recycled and converted to new paper product within the United States.
- H. Vendor will provide detail to the customer with a Certification of Destruction (a completed copy of the Service Ticket may serve as the Certification of Destruction). The Certificate of Destruction shall contain the following information:
 - 1. Date of Pickup
 - 2. Driver's Signature
 - 3. Customer's Signature
 - 4. Number of Pounds Destroyed
 - 5. Date of Destruction
 - 6. Final Destination of Shredded Material
- I. Vendor will maintain a hard copy of the Certification of Destruction/Service Ticket for a minimum of seven years from date of pickup and the imaged copy indefinitely.
- J. The complete Contract Specifications and Scope-of-Work descriptions are on file and available at DAS-GSD, the Office of Procurement from Community Rehabilitation Programs.

SPECIFICATIONS CONTINUED

- K. Customer will have the option to drop of documents for destruction at all supplier locations. Customer will contact supplier in their area prior to drop off to schedule an appointment if required by supplier.

II. FEDERAL TAX INFORMATION

In order to protect risk of loss, breach, or misuse of Federal Tax Information ("FTI") held by government agencies, the Internal Revenue Service issued Publication 1075 which includes specific language to include in any State contract in which FTI may be disclosed:

III. PERFORMANCE

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

- A. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- B. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material 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 by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- C. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- D. No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- E. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- F. The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above
- G. (Include any additional safeguards that may be appropriate.)

IV. CRIMINAL / CIVIL SANCTIONS

- A. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information 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 such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material 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 by or disclosure to anyone without an official need-to-know 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. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

SPECIFICATIONS CONTINUED

- C. 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.
- D. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (See Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training 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 both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

V. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

VI. DAS SPECIFICATIONS

- A. The State of Ohio Department of Administrative Services Standard Terms and Conditions rev. 030722, OPCR Revenue Share Special Terms and Conditions rev. 122321 and OPCR LEADS/CJIS Special Terms and Conditions 03212022, including any subsequent changes, shall govern this work.
- B. All requirements of the OPCR Revenue Share Special Terms and Conditions rev. 122321 and the OPCR LEADS/CJIS Special Terms and Conditions 03212022 shall be met at the inception of this Contract and maintained for the duration of this Contract including any subsequent renewals. Any lapse in these requirements by the contractor will be considered breach of contract and cause for the termination of this Contract at the discretion of The State of Ohio, Department of Administrative Services, Office of Procurement Services, from the Community Rehabilitation Program..

LEADS CJIS Security Language, Special Ts & Cs

For CRP Supplier Contracts when an agency initiates this requirement (3/21/2022)

LEADS CJIS SECURITY

LEADS (Law Enforcement Automated Data System) requires all personnel who have access to unencrypted CJI (Criminal Justice Information) including those individuals with physical and or logical access to devices that store, process or transmit unencrypted CJI/ LEADS.

It is the responsibility of the customer agency to initiate the necessity for this requirement during scope of work and contract terms and conditions discussions with the Department of Administrative Services (DAS) Office of Procurement Services (OPS), prior to contract award.

The following is a breakdown of the requirements:

Contract Agreement: A locally developed agreement between a government entity and a private contractor or vendor that defines the requirements of unescorted, unencrypted, access to CJI (Criminal Justice Information) and the adherence to the LEADS, CJIS Security Policies, and the FBI CJIS Security Addendum.

Each private contractor/vendor employee who works pursuant to the contract/engagement shall acknowledge, by signing the CJIS SA Certification page, abide by all aspects of the CJIS Security Addendum, and successfully complete these requirements prior to performing this work, including substitutes or replacements.

Background Check: To verify identification, a state of residency and national fingerprint-based record checks shall be conducted prior to granting access to CJI.

Security Training: Security awareness training shall be required within six months of initial assignment and biennially thereafter. Vendor personnel shall complete security awareness training in CJIS Online (www.cjisonline.com) at level one and two. See below:

5.2.1.1 Level One Security Awareness Training

At a minimum, the following topics shall be addressed as baseline security awareness training for all personnel who have unescorted access to a physically secure location:

1. Individual responsibilities and expected behavior with regard to being in the vicinity of CJI usage and/or terminals.
2. Implications of noncompliance.
3. Incident response (Identify points of contact and individual actions).
4. Visitor control and physical access to spaces—discuss applicable physical security policy and procedures, e.g., challenge strangers, report unusual activity, etc.

5.2.1.2 Level Two Security Awareness Training

In addition to 5.2.1.1 above, the following topics, at a minimum, shall be addressed as baseline security awareness training for all authorized personnel with access to CJI:

1. Media protection.
2. Protect information subject to confidentiality concerns — hardcopy through destruction.
3. Proper handling and marking of CJI.
4. Threats, vulnerabilities, and risks associated with handling of CJI.

SPECIAL TERMS AND CONDITIONS
Office of Procurement from Community Rehabilitation Programs
General Services Division
Ohio Department of Administrative Services

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Revenue Share. The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals 4/10 of 1% (0.4%) of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The revenue share amount on all sales to political subdivisions only must be remitted as the result of the usage report at the time the usage report is submitted to DAS.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below.

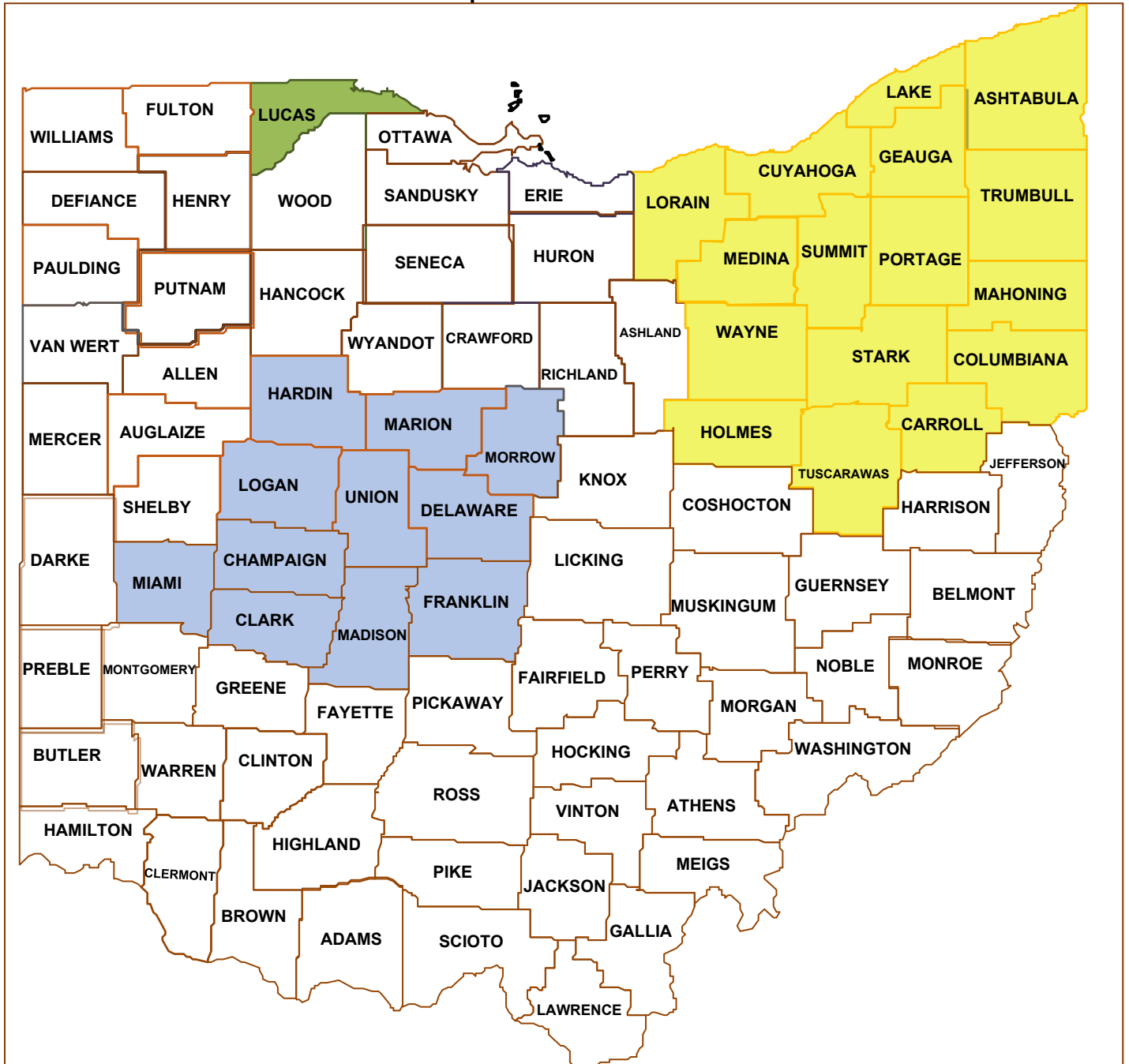
Check remittance: Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments: To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments: If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

Secure Document Destruction NAID Certified Providers



KEY BY COLOR:

-  UCO Industries, Inc.
  Weaver Industries, Inc.
-  Lott Industries
  Counties not being serviced

COST SUMMARY

| OHIOIBUYS PRODUCT CODE | UNSPSC CODE | ITEM DESCRIPTION | PRICE PER |
|------------------------------|----------------|---|--|
| CRP30636-1 | 80161508 | Secure document destruction up to 333 pounds / per pickup | \$50.00 flat for any weight up to 333 pounds |
| CRP30636-2 | 80161508 | Secure Document Destruction: 334– 5,000 pounds / per pickup | \$0.15 per pound |
| CRP30636-3 | 80161508 | Secure Document Destruction: 5,001 – 20,000 pounds / per pickup | \$0.10 per pound |

Submit Invoices to:

Ordering Agency

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

OAKS Supplier No.: 0000100624
Lott Industries, Inc.
3350 Hill Ave.
Toledo, OH 43607



CONTRACT NO: CRP30636-1

TERMS: Net 30 Days

DELIVERY: As specified

CONTRACTOR'S CONTACT: Tim Menke

Telephone: (419) 276-4658

Fax: (419) 381-3895

E-Mail: tmenke@lottserves.org

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

OAKS Supplier No.: 0000073189
Weaver Industries, Inc.
520 South Main Street, Suite2441
Akron, OH 44311



CONTRACT NO: CRP30636-2

TERMS: Net 30 Days

DELIVERY: As specified

CONTRACTOR'S CONTACT: Jason Norman

Telephone: (330) 745-2400

Fax: (330) 745-2405

E-Mail: jnorman@weaversecurshred.org

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

OAKS Supplier No.: 0000046820
UCO Industries, Inc.
16900 Square Drive, Suite 110
Marysville, OH 43040



CONTRACT NO: CRP30636-3

TERMS: Net 30 Days

DELIVERY: As specified

CONTRACTOR'S CONTACT: Dave Amerine

Telephone: (937) 645-6767

Fax: (937) 644-9799

E-Mail: damerine@ucoindustries.com
