



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, NAID AAA CERTIFIED PROVIDERS

CONTRACT No.: CRP30337

EFFECTIVE DATES: 05/01/19 – 04/30/22

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, supplemental 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 and any or all Political Subdivisions 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:

www.procure.ohio.gov

Signed: _____ Date _____
Matthew M/ Damschroder, Director

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*Add summary of amendments page effective 06/11/2019.

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.
- K. Customer will have the option to drop off 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.

SPECIFICATIONS

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

- 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.

I. 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.

Secure Document Destruction NAID Certified Providers Map of Service Areas

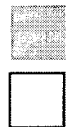


KEY BY COLOR:



Greene, Inc.

Lott Industries



Weaver Industries, Inc.

Counties not being serviced.

COST SUMMARY

ITEM NUMBER	ITEM	PRICE PER (SEE BELOW)
*36053	Secure document destruction up to 300 pounds / per pickup	\$33.00 flat for any weight up to 300 pounds
36054	Secure Document Destruction: 301 – 5,000 Pounds / per pickup	\$0.11 per pound
36056	Secure Document Destruction: 5,001 – 20,000 Pounds / per pickup	\$0.07 per pound
36057	Secure Document Destruction: Weights Over 20,000 Pounds / per pickup*- GREENE INC. ONLY	\$0.04 per pound
36058	Secure document destruction: Non-Paper Media Such as CDs, Floppy Disks, Data Tapes (Excluding Microfilm)	\$0.35 per pound
36059	Secure Document Destruction: Computer Hard Drives	\$4.00 each
36060	Secure Document Destruction: Microfilm / Microfiche	\$0.35 per pound
N/A	Secure Document Destruction: X-Rays	No Cost

*Update pricing on item number 36053 from \$30.00 to \$33.00 effective 06/11/2019.

CONTRACTOR INDEX



CONTRACTOR AND TERMS:

0000100624
Lott Industries, Inc.
3350 Hill Ave.
Toledo, OH 43607

CONTRACTOR'S CONTACT: Tim Menke

CONTRACT NO: CRP30337-1

TERMS: Net 30 Days

DELIVERY: As specified

Telephone: 419-276-4658

Fax: 419-381-3895

E-Mail: tmenke@lottserves.org

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CONTRACTOR AND TERMS:

0000043438
Greene, Inc.
121 Fairground Road
Xenia, OH 45385

CONTRACTOR'S CONTACT: Rochelle McGhee

CONTRACT NO: CRP30337-2

TERMS: Net 30 Days

DELIVERY: As specified

Telephone: 937-562-4220

Fax: 937-376-8544

E-Mail: rmcghee@greeneinc.org

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CONTRACTOR AND TERMS:

0000073189
Weaver Industries, Inc.
520 South Main Street, Suite2441
Akron, OH 44311

CONTRACTOR'S CONTACT: Jack Skinner

CONTRACT NO: CRP30337-3

TERMS: Net 30 Days

DELIVERY: As specified

Telephone: 330-745-2400

Fax: 330-745-2405

E-Mail: jskinner@weaversecurshred.org

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	06/11/2019	This amendment is issued to update the price list and add a summary of amendments page effective 06/11/2019.