



Index No.: GDC987  
Contract No.: CRP15214  
Eff. Date: 04/01/15

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

AMENDMENT FOR CHANGE  
AMENDMENT NO. 4

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND ANY OR ALL POLITICAL SUBDIVISIONS WITHIN 88 COUNTIES OF THE STATE OF OHIO  
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES  
SUBJECT: SECURE DOCUMENT DESTRUCTION, NAID AAA CERTIFIED PROVIDERS

This amendment is issued to add Federal Tax Information to the contract and to update Contractor Lott Industries' fax number.

Questions regarding this Amendment and/or the Mandatory Contract may be directed to:

Kristen Johnson  
kristen.johnson@das.ohio.gov

This Amendment, the main Mandatory Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

0000053232  
Christie Lane Industries /CLI  
306 South Norwalk Road  
Norwalk, OH 44857

0000043405  
First Capital Enterprises  
505 East 7<sup>th</sup> Street  
Chillicothe, OH 45601

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

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

0000042965  
Monco Enterprises, Inc.  
1507 Kuntz Road  
Dayton, OH 45404

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

### 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.

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.

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.

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.

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.

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.

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.

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.

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:

- Date of Pickup
- Driver's Signature
- Customer's Signature
- Number of Pounds Destroyed
- Date of Destruction
- Final Destination of Shredded Material

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.

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.

### 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:

\*This amendment is issued to add the Federal Tax Information to the contract.

Federal Tax Information Cont.

## I. 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:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) 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.
- (3) 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.
- (4) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (5) 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.
- (6) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.
- (7) (Include any additional safeguards that may be appropriate.)

## II. Criminal / Civil Sanctions

- (1) 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.
- (2) 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.
- (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 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.

Federal Tax Information Cont.

III. 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.

PRICE SCHEDULE

ITEM NUMBER	ITEM	PRICE PER (SEE BELOW)
000000000000017905	Secure document destruction: 1-300 pounds Minimum Charge Per Service Call Of \$30.00	\$30.00 minimum charge per site, per service call up to 300 pounds.
000000000000026157	Secure Document Destruction: 301 – 5,000 Pounds / Month	\$0.10 per pound
000000000000026152	Secure Document Destruction: 5,001 – 20,000 Pounds / Month	\$0.06 per pound
000000000000017952	Secure Document Destruction: Weights Over 20,000 Pounds / Month	Please call for a quote
000000000000022619	Secure document destruction: Non-Paper Media Such As CDs, Floppy Disks, Data Tapes (Excluding Microfilm)	\$0.35 per pound
000000000000022621	Secure Document Destruction: Computer Hard Drives	\$4.00 each
000000000000026279	Secure Document Destruction: Microfilm / Microfiche	\$0.35 per pound
N/A	Secure Document Destruction: X-Rays	No Cost

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CONTRACTOR AND TERMS:

0000053232  
 Christie Lane Industries /CLI  
 306 South Norwalk Road  
 Norwalk, OH 44857

CONTRACTOR'S CONTACT: Margaret Bleile

CONTRACT NO: CRP15214-3 (04/30/17)

TERMS: Net 30 Days

DELIVERY: As specified

Telephone: 419-706-4945

Fax: 419-663-0654

E-Mail: [shred@CLI-Inc.org](mailto:shred@CLI-Inc.org)

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CONTRACTOR AND TERMS:

0000043405  
First Capital Enterprises  
505 East 7<sup>th</sup> Street  
Chillicothe, OH 45601

CONTRACTOR'S CONTACT: Mike Keesee

CONTRACT NO: CRP15214-4 (04/30/17)

TERMS: Net 30 Days

DELIVERY: As specified

Telephone: 740-779-2592

Fax: 740-851-4489

E-Mail: [mkeesee@firstcapitalenterprises.com](mailto:mkeesee@firstcapitalenterprises.com)

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CONTRACTOR AND TERMS:

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

CONTRACTOR'S CONTACT: Dennis Rhodes

CONTRACT NO: CRP15214-5 (04/30/17)

TERMS: Net 30 Days

DELIVERY: As specified

Telephone: 937-376-8541

Fax: 937-376-8544

E-Mail: [drhodes@greeneinc.org](mailto:drhodes@greeneinc.org)

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CONTRACTOR AND TERMS:

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

CONTRACTOR'S CONTACT: Tim Menke

CONTRACT NO: CRP15214-6 (04/30/17)

TERMS: Net 30 Days

DELIVERY: As specified

Telephone: 419-276-4658

Fax: 419-381-3895\*

E-Mail: [tmenke@lucasdd.org](mailto:tmenke@lucasdd.org)

\*This amendment is issued to update Contractor Lott Industries' fax number.

SUMMARY OF AMENDMENTS

AMENDMENT NUMBER	REVISION DATE	DESCRIPTION
4	04/01/15	This amendment is issued to add Federal Tax Information to the contract and to update Contractor Lott Industries' fax number.
3	11/13/14	This amendment is issued to update the contractor information for Monco Enterprises, Inc.
2	08/08/14	This amendment is issued to update the Scope of Work, Map of Services by County and the price schedule.
1	06/09/14	This amendment is issued to update the price schedule.