

**REQUEST FOR QUOTATION
RFQ #11-178**

DATE ISSUED: MAY 9, 2011

The State of Ohio, through the Ohio Department of Public Safety Administration Division is requesting a Quotation for:

FIELD SALVAGE SHREDDING

YOU ARE INVITED TO SUBMIT A QUOTATION FOR THE PRODUCT DESCRIBED IN THIS DOCUMENT. SIGNED QUOTATION TO ARRIVE BY 3:00 P.M. MAY 24, 2011 TO:

OHIO DEPARTMENT OF PUBLIC SAFETY
PURCHASING, ATTN: MARK A. CONTOSTA, CPPO, CPPB
P.O. BOX 182081
COLUMBUS, OH 43218-2081

FAX QUOTATION TO:

***MARK A. CONTOSTA, CPPO, CPPB
PURCHASING CHIEF, ODPS
614-752-7823 (fax)
614-752-4225***

FAXED QUOTATION TO BE FOLLOWED BY ORIGINAL NO LATER THAN MAY 31, 2011 TO:

OHIO DEPARTMENT OF PUBLIC SAFETY
PURCHASING, ATTN: MARK A. CONTOSTA, CPPO, CPPB
P.O. BOX 182081
COLUMBUS, OH 43218-2081

PUBLIC

1.0 General Overview

1.1 Purpose:

The Ohio Department of Public Safety (ODPS) is soliciting Quotations from an Offeror to provide secure and accountable on-site destruction of unusable Bureau of Motor Vehicle (BMV) vehicle registration and driver license materials collected at seven (7) locations throughout Ohio. Materials requiring destruction include, but are not limited to, driver licenses and identification cards, license plates, temporary tags, county number and validation stickers, various paper documents including vehicle registrations, driver license security laminate, printer ribbons contained on spools, and license plate reflective sheeting.

The content of this material includes controlled serialized items and/or sensitive personal information, requiring all destruction be observed on site by the ODPS personnel, and must be verified by both the ODPS and the vendor as destroyed.

The Contractor must be certified by the National Association for Information Destruction, Inc. (NAID) for mobile operations.

If a suitable offer is made in response to this RFQ, the State of Ohio ("State") may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Work (described in the General Overview and Scope of Work [SOW]). This RFQ provides details on what is required to submit a Quotation for the Work, how the State will evaluate the Quotations, and what will be required of the contractor in performing the Work.

This Agreement is to be effective from receipt of a purchase order through June 30, 2013. If intending to renew this Agreement, ODPS shall give written notice to Independent Contractor prior to expiration. Upon mutual agreement of both parties, and contingent upon appropriation of such funds by the General Assembly, such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences.

This RFQ provides an opportunity for Offerors to submit a Quotation for each of the seven (7) designated destruction sites within Ohio, as detailed in the Cost Summary (Attachment 1). An Offeror may submit a Quotation on every destruction site. Quotations for each destruction site will be evaluated and awarded independently.

This RFQ also gives the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the work phase may result in the State refusing to consider the Quotation of the Offeror.

1.2 Background:

BMV materials which require destruction due to the sensitive nature of the information contained on this material must be destroyed/shredded to the point where no information can be resurrected from the resulting scrap. Materials for destruction include driver licenses, license plates, temporary tags, county and validation stickers, various paper documents including vehicle registrations, driver license security laminate contained on plastic spools, printer ribbons contained on plastic spools and other items containing sensitive information.

2.0 Specifications

2.1 Scope of Work:

- 2.1.1 The Contractor(s) will provide one (1) or more collection container(s) at each of the seven (7) destruction locations according to the requirements of each location (see Attachment 3).
- 2.1.2 The Contractor(s) will destroy, on site, material collected at seven (7) different collection points on either a scheduled or an as-needed basis.
- 2.1.3 Materials requiring destruction at each location may include, but are not limited to, driver licenses, license plates, temporary tags, county and validation stickers, various paper documents

including vehicle registrations, driver license security laminate contained on plastic spools, printer ribbons contained on plastic spools, and other items that require destruction.

- 2.1.4 In addition, the Contractor must destroy the following additional items:
 - 2.1.4.1 District 5: data tape reels, data tape cartridges, video tapes, CD ROMs, diskettes, microfilm, and microfiche.
 - 2.1.4.2 Lebanon Correctional Institution (LeCI): vinyl license plate sheeting.
- 2.1.5 The State may consider off site destruction of bulk license plates and driver security laminates outside of this Contract.
- 2.1.6 Materials destroyed/shredded by the Contractor(s) contain controlled serialized items and/or sensitive personal information. This requires the destruction must be observed on site by ODPS personnel, and must be verified by both ODPS and the vendor as destroyed.
- 2.1.7 The Contractor will provide a Certificate of Destruction for all materials destroyed.
- 2.1.8 The Contractor will dispose of all destroyed material in accordance with the law and all applicable government regulations. The Contractor will decide on how to best dispose of destroyed material unless specific instructions for disposal are received from the State. The Contractor may benefit from any recycling of destroyed materials.

2.2 Field District Services Offices:

The Registrar of the BMV may change the location of a District's Field Service Office (FSO) during the length of the contract. If s FSO is relocated, the Contractor and the ODPS may negotiate new service rates for the location.

2.3 General Performance Requirements:

- 2.3.1 The Contractor must establish written procedures and policies for the destruction process including a confidentiality agreement for staff involved in destroying items. The written procedures and policies must be approved, in advance, by the ODPS. Any proposed changes to the procedures and policies must be approved by the ODPS.
- 2.3.2 The Contractor must provide secure collection container(s) for each collection/destruction site as detailed in Attachment 3. Container(s) will be lockable and equipped with wheels to store materials inside the facility until destruction commences. If acceptable to the Contractor, some sites may use their own containers.
- 2.3.3 The Contractor must coordinate with each ODPS destruction site in advance to schedule a mutually agreeable time of arrival within their hours of operation. Hours are listed in Attachment 3 for each location.
- 2.3.4 The Contractor will not enter the LeCI, location 7 in Attachment 3, to pick-up material. The Contractor's driver will park at gate to the warehouse and material will be brought to the Contractor's truck on pallets by fork lift.
- 2.3.5 The Contractor must furnish all equipment, supplies, and personnel needed to provide the destruction services and subsequent disposal/recycling of destroyed materials including labor to physically move the salvage materials from the collection area to the destruction location.
- 2.3.6 The Contractor must destroy all materials/items, on-site, at each of the seven (7) different locations to a degree that prevents their physical reconstruction, subsequent use, and identification of assigned serial numbers and personal information (see Attachment 3).
- 2.3.7 All materials must be secure while in the Contractor's possession. The Contractor must safeguard materials against loss, unauthorized access, use, or disclosure, while in their possession, in accordance with Title 18 of United States Code, Section 2721, commonly known

as the Driver's Privacy Protection Act (the DPPA), and under Ohio Revised Code (O.R.C.) Section 4501.27 (Disclosure of personal information in motor vehicle records after 9-13-97).

- 2.3.8 The Contractor must ensure the total destruction of materials/items by authorized personnel.
- 2.3.9 The Contractor must provide a Certificate of Destruction and Disposal with each invoice. The certificate will include a description of the destroyed/disposed material, material weight and the container count reported by the ODPS, date of service, agent, destruction method, disposal method, and disposal location(s). The Contractor shall also include with each invoice the signed receipt documenting the starting and ending time, and total minutes charged, for destruction services. The receipt must be signed and dated at the time of service by an on-site ODPS representative and the Contractor. This may be part of the Certificate of Destruction & Disposal or a separate document.

2.4 Specific Performance Requirements:

- 2.4.1 The Contractor must possess any necessary licenses to provide the services specified in this Contract and comply with all applicable environmental regulations in addition to federal, State, and local laws while performing work under this contract, including disposal of destroyed materials, handling of hazardous waste, and fire/safety requirements.
- 2.4.2 Prior to commencing work, the Contractor must ensure all staff dealing with activities under this contract are bonded, insured, have passed a third-party background check as required by paragraph 3.19, have read, understand and signed the Contractor's written procedures and policies including a confidentiality agreement.
- 2.4.3 The Contractor must ensure vehicles include company name and all staff performing on-site destruction wear easily recognized uniforms and photo identification.
- 2.4.4 Permit the ODPS staff to witness the destruction of ODPS material and inspect post-destruction residues.
- 2.4.5 The Contractor shall provide a primary point of contact for each destruction location they are servicing.
- 2.4.6 Provide specified services as the Contractor, without using any subcontractors, at destruction sites. Should the Contractor not have the facilities to dispose of the residue of the destroyed materials/items, a third party may be used for disposal. The Contractor will bear the ultimate responsibility for the proper and legal disposal of said materials/items. The Contractor will be solely responsible for any failure to meet the performance schedule or performance specifications for the Contract. The Contractor will assume responsibility for all work and conditions described in this contract. The ODPS will consider the Contractor the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract.
- 2.4.7 The Contractor shall comply with any and all security policies and security procedures at ODPS destruction locations during the performance of services.

2.5 Destruction Methods:

- 2.5.1 The Contractor must meet the NAID Certification Program Audit Instructions dated January, 2011. Copy the NAID link below to your Internet browser to view:

<http://www.naidonline.org/nit/en/certification.htm>

- 2.5.2 Acceptable methods are limited to shredding, chopping, and/or grinding. All materials must be destroyed by equipment meeting or exceeding the Original Equipment Manufacturer (OEM) specification established by the AAA Certification level criteria of the NAID, or residue from destroyed materials shall otherwise not exceed the maximum particle sizes established by NAID for paper media or micro media. List the Manufacturer, Model Number and size of the resulting particle of the Shredder/Grinder to be used in the performance of this Contract on Attachment 1.

NOTE: The Offeror will include in their Quotation the make, model number and specifications for the Shredder/Grinder to be used for this Contract.

- 2.5.3 The Contractor(s) shall destroy all material on-site at each of the seven (7) collection/destruction locations identified in Attachments 1 and 3. All material destruction will be witnessed by an ODPS representative.

2.6 Destruction Process:

- 2.6.1 The ODPS will commingle materials collected for destruction in the collection containers **without separating items**. All containers of materials to be destroyed shall be pre-weighed and marked by the ODPS staff. The site contact will provide the Contractor a written determination of the gross weight, and number of containers, of materials requiring destruction when the Contractor reports to each site to destroy material.
- 2.6.2 The location of the Contractor's equipment during the destruction activity shall be coordinated between the Contractor and each collection/destruction site coordinator upon award of this Contract.
- 2.6.3 The Contractor is responsible for moving the containers of material from inside the facility to their destruction equipment. The ODPS will provide free and clear access between the storage location and a door located in close proximity to the Contractor's equipment.
- 2.6.4 The Contractor is responsible for inspecting the grounds where the destruction occurs and removing all residues resulting from the destruction of materials. Any equipment to accomplish this task [rakes, brooms, etc.] shall be provided by the Contractor and will be carried on the Contractor's vehicle. The ODPS shall not provide storage room at the destruction locations for the Contractor's clean up equipment.

2.7 The BMV State Support Requirements:

The State will:

- 2.7.1 Equip each collection/destruction site with a three hundred (300) pound scale.
- 2.7.2 Provide a location for secured container(s) inside each facility that has free and clear access between the storage location and a door located in close proximity to the Contractor's equipment.
- 2.7.3 Provide a list of contacts at Contract award, including an ODPS/BMV point of contact for each collection/destruction location.
- 2.7.4 Contact the Offeror if a demonstration is needed with at least five (5) work days notice.

2.8 Offeror Qualifications and Submittals:

The Offeror will provide:

- 2.8.1 At least three (3) business references demonstrating their ability to complete this project based upon similar previous experience.
- 2.8.2 Staffing commitment to complete this project within the expected timeframe.
- 2.8.3 Plan and agree to meet the schedule and location requirements for salvage destruction.
- 2.8.4 Agreement that all staff dealing with the activities under this contract will be bonded, insured and completed a third party background check at the time of the award.
- 2.8.5 Agreement to provide a live demonstration of destruction methods at each collection/destruction site for which they submit a Quotation, if required by the State.
- 2.8.6 The Contractor must be certified by the NAID for mobile operations at the time of Quotation. A current copy of this certificate must be provided with the Quotation. Failure to provide this information may deem the Quotation as not responsive and no further consideration may be

given. The Contractor shall provide the ODPS a copy of each new NAID certification within ten (10) days expiration of their previous NAID certification.

- 2.8.7 The Contractor must have and maintain all certifications and licenses required by Federal, Local, and State laws, ordinances and resolutions specific to the material being destroyed, recycled, or disposed. Failure to maintain these certificates or licenses may be cause for dismissal from this Contract.

2.9 Estimated Schedule:

RFQ Release	May 9, 2011
Inquiry Period Begins	May 9, 2011
Inquiry Period Ends	May 20, 2011
RFQ opening	May 24, 2011 at 3:00 p.m. EDT
Evaluation/Interviews Conducted	May 26 thru 31, 2011
Selection of Contractor	June 6, 2011
Anticipated Award Date	June 7, 2011
Contract Start Date	July 1, 2011

3.0 Terms and Conditions:

3.1 Contractual Obligations:

The terms and conditions for the services to be performed are in accordance with the contractual obligations established by the ODPS.

3.2 Contract Term:

This Agreement is to be effective from receipt of a purchase order through June 30, 2013. If intending to renew this Agreement, ODPS shall give written notice to Independent Contractor prior to expiration. Upon mutual agreement of both parties, and contingent upon appropriation of such funds by the General Assembly, such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences.

3.3 Contract Extension:

The ODPS may renew this agreement by giving sixty (60) days written notice prior to the expiration, for an additional six (6) one (1) month extensions at an hourly rate not to exceed the current contract.

3.4 Compensation:

3.4.1 In consideration of the Contractor's satisfactory performance, the State will pay the Contractor the amount(s) quoted in the Cost Summary. The Contractor's right to payment is contingent on the complete and satisfactory performance of the work. Upon actual receipt of proper invoices, the ODPS will make payment within thirty (30) days to the Contractor. O.R.C. Section 126.30 applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by O.R.C. Section 5703.47.

3.4.2 The Contractor will not submit more than one invoice for work performed within a 30 day period. Late submission may be subject to a 5% withholding of payment. In order to be considered a proper invoice, the Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; Certificate of Destruction and Disposal which is to include a description of destroyed material, material weight and container count reported by the ODPS, destruction date, agent, destruction method, disposal method and disposal location(s) and submit an original and two copies monthly to:

Ohio Department of Public Safety
 Attn: Fiscal Services
 P.O. Box 16520
 Columbus, Ohio 43216-6520

- 3.4.3 The documented starting and ending time, and total time charged, for destruction services shall be signed by an ODPS representative and the Contractor and accompany each invoice. This may be part of the Certificate of Destruction & Disposal or a separate document.
- 3.4.4 Defective invoices are to be returned to the contractor noting areas for correction. If such notification of defects is sent, the required payment date is to be thirty (30) days after receipt of the corrected invoice.
- 3.4.5 Unless expressly provided for elsewhere in this Agreement, the Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

3.5 Insurance:

- 3.5.1 The Contractor shall maintain insurance coverage for the duration of the Contract.
- 3.5.2 The Contractor shall indemnify the ODPS for any damage, loss, or injury resulting from the Contractor's performance of this Contract.
- 3.5.3 The Certificate of Insurance/Accord form must identify the RFQ number and State agency name. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.
- 3.5.4 The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:
 - 3.5.4.1 The Contractor and its employees shall be covered by workers' compensation coverage purchased and maintained by the Contractor. In addition, the Contractor should ensure that any subcontractors maintain workers' compensation insurance at all times during the term of this Agreement. Any workers' compensation claims filed by the Contractor, or its employees or subcontractors, as a result of work performed under this Agreement is not covered under the ODPS' workers' compensation insurance. The Contractor is not entitled to any State employment benefits, including, but not limited to the Public Employees Retirement System of Ohio Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate State(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000 limit.
 - 3.5.4.2 Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Products/Completed Operations Aggregate
 - \$ 1,000,000 Per Occurrence Limit
 - \$ 1,000,000 Personal and Advertising Injury Limit
 - \$ 100,000 Fire Legal Liability
 - \$ 10,000 Medical Payments

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

3.5.4.3 Commercial Automobile Liability insurance with a combined single limit of \$500,000.

3.6 Drug Free Workplace:

The Contractor certifies that to the best of his/her ability, all of his/her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on State property. Failure to comply will result in IMMEDIATE termination of this Agreement.

3.7 Equal Opportunity Requirements:

The Contractor shall comply with the requirements under O.R.C. Section 125.111. The Contractor shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin, or ancestry.

3.8 Conflict of Interest:

The Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

3.9 Campaign Contributions:

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13J).

3.10 Ohio Ethics Laws:

The Contractor affirms by the Contractor's signature that he/she is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts and/or is not elected or appointed to an office of or employed by a County, Township, Municipal Corporation, or any other governmental entity, excluding the Courts,

Or

The Contractor affirms by the Contractor's signature that he/she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of O.R.C. 102.04 (A), (B), and (C) because,

3.10.1 The Contractor is supplying the goods and/or services which are subject of this agreement to an agency other than the one with which he/she is employed; AND

3.10.2 The Contractor has filed the required Statements with the following agencies:

3.10.2.1 The appropriate ethics commission; AND

3.10.2.2 His/her employing agency; AND

3.10.2.3 The public agency to whom the goods and/or services will be provided.

3.11 Declaration Regarding Material Assistance/NonAssistance to Terrorist Organization - Section 2909.33 (C):

In accordance with O.R.C. Section 2909.33(C), I certify that I meet one of the following conditions:

(a) I have **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the State, instrumentalities, or political subdivisions during the current fiscal year;

or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the State, instrumentalities, or political subdivisions during the current fiscal year.

and,

(2) I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in O.R.C. Section 2909.21.

The Offeror must submit Declaration of Material Assistance form prior to award of a contract. The form is available by selecting the following link:

http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf

3.12 Executive Order 2010-09S, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided in Attachment 9. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response.

3.12.1 Executive Order Requirements:

The Contractor affirms to have read and understands Executive Order 2010-09S and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

3.12.2 Termination, Sanction, Damages:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3.12.3 Assignment / Delegation:

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

3.13 Responsibility for Claims:

The Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or State law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

3.14 Ownership:

3.14.1 Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and/or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and/or patented materials it intends to use.

3.14.2 The Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.

3.14.3 This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

3.15 Availability of Funds:

The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by O.R.C. Section 126.07. The ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

3.16 Auditor Recovery Finding – O.R.C. Section 9.24:

The Contractor affirmatively represents and warrants to the ODPS that it is not subject to a finding for recovery under O.R.C. Section 9.24, or that it has taken the appropriate remedial steps required under O.R.C. Section 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.

3.17 Construction:

This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

3.18 Governing Law:

This Agreement shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

3.19 Suspension/Termination:

- 3.19.1 The Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.
- 3.19.2 Any violations or breach of the terms stated herein, by the Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.
- 3.19.3 If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by the ODPS, however, the Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and O.R.C. Section 126.30 shall apply.
- 3.19.4 If this Agreement is suspended or terminated, the Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:
 - 3.19.4.1 If the Agreement is suspended or terminated by the ODPS, the requirements in this Agreement shall commence upon the date the Contractor receives notice of suspension or termination.
 - 3.19.4.2 If the Agreement is suspended or terminated by the Contractor, the requirements in this Agreement shall commence upon the date the Contractor sends notice of suspension or termination.
- 3.19.5 If this Agreement is suspended or terminated, the Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to this Agreement for the work performed prior to the date on which the Contractor either *receives* notice of termination or suspension or *sends* notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.

Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Contractor shall be prorated and returned to the ODPS. Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Contractor either *receives* notice of termination or suspension or *sends* notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

3.20 Background Check:

A background check, at the ODPS expense, will be performed on the designated resource(s) for assignment to this Agreement. The designated contact person will be required to complete a "Background Information Form" furnished by the ODPS. Failure to pass the background check will result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.27 Replacement Personnel of this RFQ (See Attachment 10 Facility Access Card Request, non-ODPS Employee, Background Check Form).

3.21 Antitrust Assignment:

The Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

3.22 Record Keeping:

During the performance of this Agreement and for a period of three (3) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the ODPS.

3.23 Changes:

The State may make reasonable changes within the general scope of this project. The State will do so by issuing a written order under this contract describing the nature of the change (Change Order). If a change causes an increase in the cost of, or the time required for, the performance of the project, the successful Contractor will notify the State in writing within five (5) days of receiving the Change Order and request an equitable adjustment in the Contractor's fee, the delivery schedule, or both before the Contractor signs the Change Order. Any major changes will be handled through a contract addendum.

If the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the scope of the specifications for this project, the Contractor will have a right to request a Change Order from the State within five (5) business days from receiving notification of the changes and before work on the change begins. This request must be made in writing to the State. Scope of work changes will be managed as follows: the Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and the specifications for the change as well as any equitable adjustments that need to be made in the Contractor's fee or the performance schedule for the work. The Contractor will sign the Change Order to signify an agreement with it within five (5) days of receiving the Change Order.

The State will not be responsible for any increase in the fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedures for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the project, as changed.

3.24 Audits:

During the term of this contract and for three years after final payment under this contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to this RFQ. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the project. Unless it is impracticable to do so, all records related to this contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records from the Contractor's office closest to Columbus, Ohio.

The Contractor will make applicable records available within five (5) business days whenever the State or others with audit rights request access to the Contractor's records.

If any audit reveals any material deviation from the project's specifications, any misrepresentations, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

3.25 Excusable Delay:

Neither the State nor the Contractor will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after the delay. In the event of any such excusable delay, the date of performance or delivery must not create the need for a delay of the conference. The delayed party must also describe the

cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third party manufacturer's supplying commercial items and over whom the Contractor has no control.

3.26 Sub-contracting:

Sub-contracting will be allowed only with prior written approval from the ODPS.

3.27 Replacement Personnel:

The quality and professional credentials of the proposed resource(s) submitted in the Offeror's Quotation were material factors in the State's decision. The Contractor may not remove the proposed resource(s) from the Work without the prior, written consent of the State, for the duration of the Contract, including any extensions except for reasons listed. If the Contractor removes the proposed resource(s) without prior written consent of the State, the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

The Contractor may only remove the proposed resource(s) listed in the Quotation response for legal or disciplinary reasons. In this event, the Contractor will have seven (7) business days to provide two (2) proposed qualified replacement resource(s) for each removed resource. The State may reject the proposed replacement resource(s) for the following reasons:

- 3.27.1 Failure of the resource(s) to meet the Mandatory Requirements and Qualifications identified in this RFQ,
- 3.27.2 Failure of the Contractor to provide two (2) qualified replacement resources for each removed resource.

If the State rejects the replacement resource(s), the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

3.28 Nondisclosure Agreement:

Contractors/Consultants may be required to submit a completed and signed Nondisclosure Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. If required, failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.27 Replacement Personnel of this RFQ (See Attachment 11, Nondisclosure Agreement).

3.29 Confidentiality and Conduct Agreement:

Contractors/Consultants may be required to submit a completed and signed Confidentiality and Conduct Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. Failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.27 Replacement Personnel of this RFQ (See Attachment 12, Confidentiality and Conduct Agreement).

3.30 Work Rules, Policies and Procedure Compliance:

The Contractor agrees, as a condition of being awarded this contract, to require each of its agents, officers, and employees to abide by the State of Ohio and the Ohio Department of Public Safety's policies, work rules, safety rules, or policies regulating the conduct of persons on State property at all times while performing duties pursuant to this contract. Additionally, if the Contractor is using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the contract and sufficient grounds for immediate

termination of the contract by the Ohio Department of Public Safety. The Contractor's resources assigned to work on this project will be provided a copy of the Consultant Policy Assignments and are required to sign a verification of receipt and acceptance/compliance within five (5) business days after start of work onsite at the ODPS.

4.0 Submission of Quotations and Additional Offeror Responsibilities

4.1. Inquiries:

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed in Section 2.8, Estimated Schedule. To make an inquiry, Offerors must use the following process:

- 4.1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 4.1.2 From the Navigation Bar on the left, select "Find It Fast";
- 4.1.3 Select "Doc/Bid/Schedule #" as the Type;
- 4.1.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
- 4.1.5 Click "Find It Fast";
- 4.1.6 On the document information page, click "Submit Inquiry";
- 4.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
 - 4.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
 - 4.1.7.2 Name of the prospective Offeror;
 - 4.1.7.3 Representative's business phone number; and
 - 4.7.7.4 Representative's e-mail address.
- 4.1.8 Type the inquiry in the space provided including:
 - 4.1.9 A reference to the relevant part of this RFQ;
 - 4.1.10 The heading for the provision under question; and
 - 4.1.11 The page number of the RFQ where the provision can be found.
- 4.1.12 Click "Submit".
- 4.1.13 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
- 4.1.14 Offerors may view inquiries and responses using the following process:
 - 4.1.14.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
 - 4.1.14.2 From the Navigation Bar on the left, select "Find It Fast";
 - 4.1.14.3 Select "Doc/Bid/Schedule #" as the Type;
 - 4.1.14.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
 - 4.1.14.5 Click "Find It Fast";

- 4.1.14.6 On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.
- 4.1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.
- 4.1.16 When an amendment to this RFQ is necessary less than four (4) days before the RFQ due date, the State may extend the RFQ due date through an announcement. Amendment announcements may be provided any time before 4:00 p.m. on May 20, 2011.

4.2 **Requests for Previous Quotations/Contracts:**

Requests from potential Offerors for copies of previous RFQ’s, past Offeror Quotations, or contracts for any potentially related projects, are Public Records Requests (PRRs) and not clarification questions regarding the present RFQ. PRRs should be submitted by e-mail to PublicRecords@dps.state.oh.us or mail to:

Ohio Department of Public Safety
Public Records Manager/Administrator
Administration Division
1970 W. Broad Street
Columbus, Ohio 43223

The posted time frames for responses to internet questions for RFQ clarification do not apply to PRRs. The ODPS does not guarantee that a response to a PRR will be made within the time frame controlling this RFQ. Any failure or delay of the ODPS in responding to the PRR will have no bearing on the deadlines found in this RFQ.

4.3 **Clarifications:**

- 4.3.1 ODPS may request clarifications on Quotations to ensure the Quotations are understood by ODPS.
- 4.3.2 Clarifications shall be requested using e-mail to an address specified in the RFQ response, and clarifications shall be sent to ODPS as a “reply” to the request for clarification within twenty-four (24) hours (not including weekends or holidays).

4.4 **Intentions:**

- 4.4.1 It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the Quotation.
- 4.4.2 If the State decides to revise this RFQ before the response due date, addenda will be posted to the Ohio Business Gateway.

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

- 4.4.3 Quotations must be received no later than 3:00 P.M., May 24, 2011. Quotations should be:

Mailed to:	Delivered to:
Ohio Department of Public Safety ATTN: Mark A. Contosta, CPPO, CPPB, Purchasing, 5 th floor P.O. Box 182081 Columbus, Ohio 43218-2081	Ohio Department of Public Safety ATTN: Mark A. Contosta, CPPO, CPPB Purchasing, 1970 W. Broad St., 5 th floor Columbus, Ohio 43223

DELIVERY INSTRUCTIONS

Quotations, whether delivered through U.S.P.S., UPS, FedEx or by hand to the ODPS must be complete, Cover page of the original Quotation signed in blue ink, envelope sealed with the RFQ number and title clearly marked on the outside of the envelope or box.

If delivering Quotation in person to the ODPS, come to the loading docks on the South side of the building. There is a door to the immediate right of the right most loading bay. Next to the door is a bell to ring for service. Deliver the Quotation to the ODPS mail room. Make sure the time and date of delivery is noted on the Quotation by the person receiving the envelope. If any problems are encountered, in the delivery, and to verify receipt of the Quotation call Don McClure at (614) 752-0429. Attempts to deliver to the patrolman at the front desk of the Customer Service Center, as in the past, will be refused. The Quotations will be received between the hours of 8:00 A.M. and 4:00 P.M. (3:00 P.M. on May 24, 2011) Monday through Friday.

- 4.4.4 Upon receipt by ODPS Purchasing, all Quotations will be time and date stamped. Postmarks or other times/dates appearing on the Quotation envelope will not be considered as the official time/date of receipt. An RFQ response submitted with insufficient postage or C.O.D. will not be accepted.
- 4.4.5 A facsimile of an offer will be considered, but an **originally signed copy (signature to be in Blue Ink)** of the offer must be received within seven (7) days after the Quotation opening. Any other mode of transmitting a Quotation to ODPS shall not be considered a valid Quotation.

4.5 **Mandatory Content of RFQ Response:**

4.5.1 RFQ Response Cover Letter:

The Offeror must **HAND SIGN AND DATE THE RFQ COVER LETTER IN BLUE INK** before submitting the Quotation. The RFQ cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted Quotation.

4.5.2 Quotation /Cost Summary:

Offerors will complete the Cost Summary form found in Attachment 1 identifying the Cost per Minute and the Minimum Trip Charge for each of the five (5) Districts and the LeCl totaling seven (7) locations.

Attachment 2 will be completed by the Offeror with a breakdown of each Cost Element from Attachment 1 giving the percentage of the cost for each of the elements listed. The percentages, if extended must equal the Cost shown on Attachment 1 for each District. The Offeror is to copy as many forms, of Attachment 2, as are needed, and page number each sheet in the upper right hand corner. The dollar amounts listed by the Offerors must represent a NOT-TO-EXCEED FIXED DOLLAR AMOUNT for each District.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary and Percentage Breakdown of Cost Elements forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's Quotation.

These forms and associated instructions are what the State projects as the final Cost Summary and Percentage Breakdown of Cost Elements forms at the present time. The State reserves the right to modify the Cost Summary and Percentage Breakdown of Cost Elements forms and instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed cost Quotation. Completed Cost Summary and Percentage Breakdown of Cost Elements forms are to be provided when the Quotations are submitted.

The State will not be liable for any costs the Offeror does not identify in its response to this RFQ (Attachments 1 and 2) and identify all costs associated with performing the work.

4.6 **Submission of Quotations**

- 4.6.1 The Offeror shall complete separate Cost Summary forms (Attachment 1) and a Percentage Breakdown of Cost Elements (Attachment 2) for each of the seven (7) collection/destruction sites, to indicate the District(s) they are submitting costs on. ODPS shall treat every Quotation, whether submitting a cost for one (1) or more District(s) as a separate and distinct submission and evaluate each Quotation on its own merit.

4.6.2 Upon mutual agreement, the Contractor may also provide ODPS destruction services on an as-needed basis at the same rates/minimum trip charge established in the Contract. ODPS will contact the Contractor to schedule a mutually agreeable time and date for as-needed material destruction services. *Changes or additions to the collection/destruction sites and materials to be destroyed can be made to the Contract upon mutual agreement and under the same terms and rates established in the Contract.*

Note: As stated in 2.1.5 the State may consider off site destruction of bulk license plates and driver security laminate outside of this Contract.

4.6.3 The Offeror's Quotation shall include all costs associated with the Contractor providing the services described in this Contract including all equipment, specified supplies, transportation, permits, licenses, and labor required to provide the services specified herein.

4.6.4 All Quotations submitted shall be the cost-per-minute to destroy materials as specified in this RFQ. The estimated material weight per trip and frequency of trips per each site is indicated on the Cost Summary Page. ODPS does not guarantee the quantities and reserves the right to destroy materials via other sources.

4.6.5 Minimum Trip Charge: The Contractor shall only apply the Minimum Trip Charge when it is greater than the total charge-per-minute for a trip (destruction). When applied to an invoice, the Minimum Trip Charge becomes the total charge for the trip. It is not in addition to the cost-per-minute charges.

4.7 Offeror's Profile/Experience:

Each Quotation must include a profile of the Offeror's relevant experience working on projects similar to this Project. The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of years in business, number of employees; number of employees engaged in work directly related to the Project; corporate information which

demonstrates the depth of the company and the Offeror's ability to provide support and backup for proposed personnel and any other background information that will help the evaluation committee gauge the ability of the Offeror to successfully complete the Project (Attachments 4 and 5).

4.8 Offeror References:

The Offeror must include at least three (3) references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to this Project. These references must be from projects that were completed within the previous five (5) years.

The State is interested in the Offeror's performance and responsibility in projects such as Public Safety's. References provided must agree to be interviewed by the State concerning the Offeror's products and services. Failure to provide three references may result in disqualification of Quotation.

The following information is required for each reference:

4.8.1 Customer's name and address.

4.8.2 Contact name, title, and current phone number.

4.8.3 Date contract began and date completed.

4.8.4 Summary of the scope of the project and an explanation as to the relevance or similarity to this project and the type of reference being requested (Attachment 6).

4.9 Contract Performance:

The Offeror must provide the contract performance information for the past seven (7) years (Attachment 7).

4.10 A Contract between the Ohio Department of Public Safety and the Contractor:

The Offeror must submit a completed and signed contract signature page (Attachment 8).

5.0 Evaluation**5.1. Review of Quotations:**

An evaluation team has been formed to determine the responsiveness of the Quotations. The team shall be comprised of ODPS personnel.

5.2. Rejection of any/all Quotations:

5.2.1 The ODPS may reject any Quotations, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in determining the Quotation is non-responsive. The Chief of Purchasing will waive irregularities or deviations only if doing so does not affect the amount of the Quotation or result in an unfair competitive advantage to any Offeror.

5.2.2 ODPS reserves the right to disqualify an Offeror's response and any Quotations for the following reasons:

5.2.2.1 Failure to provide a signed original Quotation (signature in Blue Ink).

5.2.2.2 Late RFQ responses.

5.2.2.3 Failure to provide required information and/or meet specifications.

5.2.3 In addition, should the Quotations exceed the planned budget for this service; ODPS may reject the Quotations or try to negotiate a lower cost.

5.3. Evaluation Criteria:

Factors that will determine the most responsive Quotation shall be the costs and the evaluation factors listed below in order of importance. Factors include, but, are not limited to, the following:

5.3.1 Offerors proposed candidate(s) experience and skills.

5.3.2 Offeror profile.

5.3.3 Offeror references demonstrating the ability to complete this project based upon similar previous experience.

5.3.4 Offeror's expected ODPS personnel staffing commitment to complete this Project within the expected timeframe.

5.4 Basis of Award:

The award will be made to the lowest, responsive and responsible Offeror by District/location meeting or exceeding the qualifications specified in this RFQ.

Balance of this page intentionally left blank

ATTACHMENT 1
QUOTATION / COST SUMMARY

Offerors will complete the Quotation / Cost Summary Page and identify all costs associated with performing the work.

The selected Contractor will travel to and destroy materials at locations identified below and in Attachment 3.

Site Locations	Estimated Trips per Year	Estimated pounds per trip	Estimated Time to Destroy Estimated Pounds	Cost per minute to destroy Commingled materials	Total Estimated Cost	Minimum Trip Charge per collection/ destruction site:
District 1 Parma, OH 44130	6	2,000		\$	\$	\$
District 2 Lancaster, OH 43130	6	307		\$	\$	\$
District 2 Massillon, OH 44646	6	473		\$	\$	\$
District 3 West Chester, OH 45069	4	1,200		\$	\$	\$
District 4 Findlay, OH 45840	4	1,200		\$	\$	\$
District 5 Columbus, OH 43209	4	5,050		\$	\$	\$
Lebanon Correctional Institution Lebanon, OH 45036	6	1,245		\$	\$	\$
TOTAL					\$	

Field District Services Offices: The Registrar of the BMV may change the location of a District's Field Service Office (FSO) during the length of the contract. If a FSO is relocated, the Contractor and the ODPS may negotiate new service rates for the location.

The Offeror will provide the following information for the Shredder(s) / Grinder(s) to be used in the performance of this Contract. If the Contractor changes the Shredder/Grinder with different equipment, he will provide the following information for approval by ODPS/BMV.

Manufacturer: _____ Model: _____

Particle Size: _____

**ATTACHMENT 2
PERCENTAGE BREAKDOWN OF COST ELEMENTS**

Breakdown of Contractor Cost Elements as a Percentage of Cost Per site location Duplicate this page as necessary		
	Percentage of Per Minute Destruction Cost	Percentage of Per Trip Charge Cost
Transportation Costs	%	%
Labor Costs	%	%
Fuel Costs	%	%
Equipment Costs	%	%
Other (List)	%	%
Other (List)	%	%
Other (List)	%	%
Total	100%	100%

Additional Information (not evaluated for award):

Destruction Method for non-micro media material (shred, grinding, etc.) _____

Maximum size of destroyed non-micro media material: _____

Maximum size of destroyed micro-media material specified in Section II-D: _____

Destruction Method for destroyed micro-media material specified in Section II-D: _____

Disposal method (landfill, recycled, etc.): _____

Disposal location (e.g. Franklin Co landfill, name of recycling co, etc.): _____

District 1 Parma _____

District 2 Lancaster _____

District 2 Massillon _____

District 3 West Chester _____

District 4 Findlay _____

District 5 Columbus _____

Lebanon Correctional Institution _____

ATTACHMENT 3
DESTRUCTION SCHEDULE

The Contractor shall provide on-site destruction services per the destruction schedule shown below. The Contractor shall coordinate with each collection/destruction site in advance to schedule a mutually agreeable time of arrival within the hours of operation listed in the schedule for each site. Upon mutual agreement, the Contractor will provide ODPS destruction services on an as-needed basis at the same rates/minimum trip charge established in the Contract. The ODPS will contact the Contractor to schedule a mutually agreeable time and date for as-needed material destruction services. Changes or additions to the collection/destruction sites and materials to be destroyed may be made to the Contract upon mutual agreement. The State may consider off site destruction of license plates outside the Contract.

Collection / Destruction Site	Service Frequency	Estimated Weight per Visit	Destruction Schedule	Service Hours	Vendor Container Requirements	License Plates	Ribbons and Laminates	Other items
Location 1	Once every 8 weeks	2,000	TDB	9:00 AM–3:00 PM	7 secured containers in locked cage.	1,800	100	100
BMV District 1 Field Office								
12000 Snow Rd., Unit #10 Parma OH 44130								
Location 2	Once every 8 weeks	307		8:00 AM–3:00 PM	3 secured portable containers (currently on site by vendor)	123	7	177
BMV District 2 Field Office								
980 Liberty Drive, Suite 400 Lancaster OH 43130								
Location 3	Once every 8 weeks	473		8:00 AM–3:00 PM	3 secured portable containers (currently on site by vendor)	190	10	273
BMV District 2 Field Office								
1972 Wales Rd. NE Massillon OH 44646								
Location 4	Quarterly	1,200	TBD	9:00 AM–3:00 PM	3 secured portable containers (currently on site by vendor)	500	400	300
BMV District 3 Field Office								
2950 East Crescentville Rd. West Chester, OH 45069								
Location 5	Quarterly	1,200	TBD- Quarterly as it fits in their schedule	8:00 AM–4:00 PM	1200 lb capacity	300	500	400
BMV District 4 Field Office								
Hancock City Vehicle Center Suite F, 8210 CR 140 Findlay OH 45840								
Location 6	Quarterly	5,050	TBD As Scheduled	7:00 AM–12:00 PM	None	4500*	480	70
ODPS Warehouse (ACF)								
1583 Alum Creek Drive Columbus OH 43209								
Location 7	Bi-Monthly	1,245	TBD As Scheduled	9:00 AM–12:00 PM	Not Required Material Loaded On Pallets	1245*	0	0
Lebanon Correctional Institution (LeCI)								
3791 State Route 63 Lebanon OH, 45036								

ATTACHMENT 6

OFFEROR CUSTOMER REFERENCE FORM

Reference No. One		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Two		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Three		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

ATTACHMENT 7
CONTRACT PERFORMANCE

The Offeror must provide the following information for this section for the past seven years. Please indicate yes or no in each row.

Yes/No	Description
	Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	Whether the Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any government entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the evaluation committee, such an answer and a review of the background details may result in a rejection of the Offeror's Quotation. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT 8

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND

(CONTRACTOR)

THIS CONTRACT, which results from **RFQ 11-178, Field Salvage Shredding**, is between the State of Ohio, Department of Public Safety (the "State"), and _____ (the "Contractor").

If this RFQ results in a contract award, the Contract will consist of this RFQ including all attachments, written amendments to this RFQ, the Contractor's Quotation, and written, authorized amendments to the Contractor's Quotation. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one page attachment to the RFQ, which incorporates by reference all the documents identified above. The terms and conditions for the Contract are contained in this RFQ. If there are conflicting provisions between the documents that make up the contract, the order of preference for the documents is as follows:

1. This RFQ, as amended;
2. The documents and materials incorporated by reference in the RFQ;
3. The Contractor's Quotation, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Quotation.

Notwithstanding the order listed above, purchase orders, change orders, and amendments issued after the contract is executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.

This contract has an effective date of the later of _____, 2011, or the occurrence of all conditions precedent specified in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY

By:

By: Thomas P. Charles, Director

Title:

Ohio Department of Public Safety

ATTACHMENT 9

CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S. If awarded a contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following Web site: (<http://procure.ohio.gov/pdf/EO2010-09S.pdf>).

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response. The Offeror's Proposal will not be considered. If the Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

- 1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

- 2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

- 3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)



ATTACHMENT 10

**FACILITY ACCESS CARD REQUEST
NON-ODPS EMPLOYEE**
ODPS SPONSOR INFORMATION (ODPS employee responsible for individual requiring access)

OHIO DEPARTMENT OF PUBLIC SAFETY SPONSOR NAME	
SPONSOR DIV/SECTION/UNIT	SPONSOR PHONE #
SPONSOR SIGNATURE X	
REQUEST ACCESS BE GRANTED TO (Building/Location)	
TYPE OF ACCESS: <input type="checkbox"/> PICTURE ACCESS CARD WITH ACCESS RIGHTS <input type="checkbox"/> SIGN IN AND SIGN OUT/VISITOR BADGE	START DATE Click here to enter
	END DATE Click here to enter
REASON FOR ACCESS	

COMPANY OR AGENCY INFORMATION

COMPANY NAME		
ADDRESS	STATE	ZIP CODE
CITY		
EMERGENCY OFFICE PHONE #		
COMPANY SIGNATURE X		

INFORMATION ON INDIVIDUAL REQUIRING ACCESS

LAST NAME	FIRST NAME	FULL MIDDLE NAME	
PRESENT ADDRESS	CITY	STATE	ZIP CODE
DATE OF BIRTH: (MM/DD/YY) Click here to enter a date.	SOCIAL SECURITY #		
ALIASES AND/OR MAIDEN NAME	HOME PHONE #		
YOUR SUPERVISOR'S NAME (Print)	SUPERVISOR OFFICE PHONE #		
LIST ANY FELONY OR MISDEMEANOR CONVICTIONS IN THE PAST TEN YEARS AND DATE OF CONVICTION			
DRIVER LICENSE#/STATE ID/PASSPORT (Attach Copy of Legal Picture ID)			
I, _____, CERTIFY THAT ALL OF THE ANSWERS AND STATEMENTS ON THIS FORM ARE COMPLETE, TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ARE MADE IN GOOD FAITH.			
SIGNATURE			

SUBMIT TO YOUR SPONSOR 30 DAYS PRIOR TO ARRIVING AT THE SITE. SPONSOR WILL COORDINATE THE ISSUANCE OF AN ODPS ACCESS CARD.

.(DPS-505.02)DPS 0166 11/10

Restricted – Sensitive PII

ATTACHMENT 11**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement ("**Agreement**") is made this ____ day of _____, 20____
by _____ ("**Contractor**")

WHEREAS, Contractor holds a position of trust relative to the information received during the performance of the work on the project. By executing this Agreement, Contractor acknowledges and recognizes the responsibility entrusted to Contractor and to the State of Ohio in preserving the security and confidentiality of the information.

NOW THEREFORE, Contractor agrees as follows:

1. The term "**Confidential Information**" shall mean any and all information which is disclosed by the State verbally, electronically, visually, or in a written or other tangible form that is not generally disclosed to the public, including but not limited to, trade secrets, computer programs, software, software manuals and documentation, technology, systems, source code, databases, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination and arrangement of the contents thereof, formulas, data, inventions, methodologies, algorithms, techniques, processes, research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, third party confidential information, customer lists, unpublished financial information, and personal information such as social security numbers, home addresses, telephone numbers, emergency contact information, and any other personal information.

2. Contractor warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Contractor shall use Confidential Information in a manner consistent with the terms of this Agreement and only in furtherance of the work on the project. Contractor's internal disclosure of Confidential Information shall be only to those employees, contractors or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Contractor shall promptly notify the State of any unauthorized disclosure or use of Confidential Information by any person and/or entity. Upon termination of this Agreement, or the State's written request, the Contractor shall cease use of the Confidential Information and immediately return all tangible Confidential Information to the State. With respect to Confidential Information stored in electronic form, the Contractor shall delete all such Confidential Information from its systems and certify in writing to the State that such information has been deleted.

3. This Agreement imposes no obligation upon Contractor with respect to Confidential Information which Contractor can establish by legally sufficient evidence that such information: (a) was, prior to receipt from the State, in the possession of, or was rightfully known by Contractor, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of an obligation of confidentiality owed to the State; (c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by Contractor without the use of or reference to the Confidential Information. Contractor may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that Contractor shall have given the State reasonable notice and opportunity to object prior to such disclosure, will seek confidential treatment of the information disclosed, and shall comply with any applicable protective order or equivalent.

4. The Confidential Information is provided "as-is" and the State makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights. The State shall at all times retain sole and exclusive title to, ownership of, all rights in and control over the use of all its Confidential Information. Contractor agrees that nothing in this Agreement is intended to grant any rights or license under any intellectual property rights of the State, nor shall this Agreement grant Contractor any rights

in or to the Confidential Information, except the limited right to use such information in accordance with this Agreement.

5. Contractor will be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, and that breach of this Agreement may result in Contractor and Contractor's organization being prohibited from participating in any future work with the Ohio Department of Public Safety.

6. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement shall be governed by the laws of the State of Ohio, excluding choice of law principles. Contractor acknowledges that monetary damages may not be sufficient remedy for unauthorized use or disclosure of Confidential Information, or for breach of this Agreement, and the State shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Contractor has read and understands this Nondisclosure Agreement. Contractor's signature below indicates Contractor's agreement to all of the above terms.

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT 12

CONFIDENTIALITY AND CONDUCT AGREEMENT

As part of this engagement by you with the State of Ohio, you hold a position of trust relative to the information received during the performance of the Work. By executing this Confidentiality and Conduct Agreement, you acknowledge and recognize the responsibility entrusted to you and to the State of Ohio in preserving the security and confidentiality of the information.

I will not disclose any confidential and/or sensitive information to third parties, unless otherwise authorized in writing by the State to do so.

I will use any confidential or sensitive information solely to do the Work.

I will restrict circulation of confidential and/or sensitive information within my organization and then only to people in my organization that have a need to know to do the Work.

Title to confidential and/or sensitive information and all related materials and documentation the State delivers to me will remain with the State.

I will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental.

I will not incorporate any portion of any confidential and/or sensitive information into anything, other than a Deliverable, and will have no proprietary interest in any of the confidential and/or sensitive information.

I will return all originals of any confidential information and destroy any copies I have made on termination or expiration of this project.

I will destroy any sensitive information (notes, work documents, documentation, etc.) that I have accumulated while doing the Work upon termination or expiration of this project.

I understand that I am not a representative of the State of Ohio and will not represent myself as such unless requested in writing by the State.

I understand that breach of this Agreement may result in my organization and I being prohibited from participating in any future work related to this project.

I have read and understand the Confidentiality and Conduct Agreement. My signature below indicates my agreement to all of the above terms.

BY: _____
(PLEASE PRINT)

TITLE: _____

SIGNATURE: _____

DATE: _____

Supplement 1**Ohio Revised Code 4501.27 Confidentiality.**

(A) Except as provided in division (B) of this section, on and after September 13, 1997, the registrar of motor vehicles, and any employee or contractor of the bureau of motor vehicles, shall not knowingly disclose or otherwise make available to any person or entity any personal information about an individual that the bureau obtained in connection with a motor vehicle record.

(B)(1) On and after September 13, 1997, the registrar, or an employee or contractor of the bureau of motor vehicles, shall disclose personal information, other than sensitive personal information, about an individual that the bureau obtained in connection with a motor vehicle record, for use in connection with any of the following matters to carry out the purposes of any specified federal automobile-related act:

- (a) Motor vehicle or driver safety and theft;
- (b) Motor vehicle emissions;
- (c) Motor vehicle product alterations, recalls, or advisories;
- (d) Performance monitoring of motor vehicles and dealers by motor vehicle manufacturers;
- (e) Removal of non-owner records from the original owner records of motor vehicle manufacturers.

(2) In addition to the disclosure required under division (B)(1) of this section, on and after September 13, 1997, the registrar, or an employee or contractor of the bureau of motor vehicles, may disclose personal information, other than sensitive personal information, about an individual that the bureau obtained in connection with a motor vehicle record, as follows:

(a) For the use of a government agency, including, but not limited to, a court or law enforcement agency, in carrying out its functions, or for the use of a private person or entity acting on behalf of an agency of this State, another State, the United States, or a political subdivision of this State or another State in carrying out its functions;

(b) For use in connection with matters regarding motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including, but not limited to, survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers;

(c) For use in the normal course of business by a legitimate business or an agent, employee, or contractor of a legitimate business, but only for one of the following purposes:

(i) To verify the accuracy of personal information submitted to the business, agent, employee, or contractor by an individual;

(ii) If personal information submitted to the business, agent, employee, or contractor by an individual is incorrect or no longer is correct, to obtain the correct information, but only for the purpose of preventing fraud, by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

(d) For use in connection with a civil, criminal, administrative, or arbitral proceeding in a court or agency of this State, another State, the United States, or a political subdivision of this State or another State or before a self-regulatory body, including, but not limited to, use in connection with the service of process, investigation in anticipation of litigation, or the execution or enforcement of a judgment or order;

(e) Pursuant to an order of a court of this State, another State, the United States, or a political subdivision of this State or another State;

(f) For use in research activities or in producing statistical reports, provided the personal information is not published, redisclosed, or used to contact an individual;

(g) For use by an insurer, insurance support organization, or self-insured entity, or by an agent, employee, or contractor of that type of entity, in connection with any claims investigation activity, anti-fraud activity, rating, or underwriting;

(h) For use in providing notice to the owner of a towed, impounded, immobilized, or forfeited vehicle;

(i) For use by any licensed private investigative agency or licensed security service for any purpose permitted under division (B)(2) of this section;

(j) For use by an employer or by the agent or insurer of an employer to obtain or verify information relating to the holder of a commercial driver's license or permit that is required under the "Commercial Motor Vehicle Safety Act of 1986," 100 Stat. 3207-170, 49 U.S.C. 2701, et seq., as now or hereafter amended;

(k) For use in connection with the operation of a private toll transportation facility;

(l) For any use not otherwise identified in division (B)(2) of this section that is in response to a request for individual motor vehicle records, if the individual whose personal information is requested completes and submits to the registrar or deputy registrar a form prescribed by the registrar by rule giving express consent to such disclosures.

(m) For bulk distribution for surveys, marketing, or solicitations, if the individual whose personal information is requested complete and submits to the registrar or a deputy registrar a form prescribed by the registrar by rule giving express consent to such disclosures.

(n) For use by a person, State, or State agency that requests the information, if the person, State, or State agency demonstrates that it has obtained the written consent of the individual to whom the information pertains;

(o) For any other use specifically authorized by law that is related to the operation of a motor vehicle or to public safety.

(3)(a) Except as provided in division (B)(3)(b) of this section, the registrar, or an employee or contractor of the bureau of motor vehicles, may disclose sensitive personal information about an individual that the bureau obtained in connection with a motor vehicle record, only if either of the following conditions are satisfied:

(i) The individual whose personal information is requested completes and submits to the registrar or deputy registrar a form prescribed by the registrar by rule giving express consent to such disclosure;

(ii) The disclosure is for one or more of the purposes described in division (B)(2)(a), (d), (g), or (j) of this section.

(b) Division (B)(3)(a) of this section does not apply to the disclosure of sensitive personal information that is subject to section 4501.15 or 4507.53 of the Revised Code.

(C) On and after September 13, 1997, an authorized recipient of personal information about an individual that the bureau of motor vehicles obtained in connection with a motor vehicle record, other than a recipient under division (B)(2)(l) or (m) of this section, may resell or redisclose the personal information only for a use permitted under division (B)(1), (B)(2)(a) to (k), (B)(2)(n), or (B)(2)(o) of this section. On and after September 13, 1997, an authorized recipient of personal information about an individual under division (B)(2)(l) of this section may resell or redisclose the information for any purpose. On and after September 13, 1997, an authorized recipient of personal information under division (B)(2)(m) of this section may resell or redisclose the information as specified pursuant to that division. On and after September 13, 1997, an authorized recipient of personal information about an individual under division (B) of this section, other than a recipient under division (B)(2)(l) of this section, that resells or rediscloses any personal information covered by this section must keep for a period of five years a record that identifies each person or entity that receives any of the personal information and the permitted purpose for which the information is to be used, and must make all such records available to the registrar of motor vehicles upon the registrar's request.

(D) The registrar may establish and carry out procedures under which the registrar or the registrar's agents, upon receipt of a request for personal information on or after September 13, 1997, that does not satisfy any of the criteria for disclosure of the information that are set forth in division (B)(1) or (2) of this section, may notify the individual about whom the information was requested, by regular mail, that the request was made. Any procedures so adopted shall provide that, if the registrar or an agent of the registrar mails the notice to the individual, the registrar or agent shall include with the notice a copy of the request and conspicuously shall include in the notice a Statement that the information will not be released unless the individual waives the individual's right to privacy regarding the information that is granted under this section.

(E) The registrar of motor vehicles may adopt any forms and rules, consistent with but no more restrictive than the requirements of Public Law No. 130-322, Title XXX, 18 U.S.C. 2721-2725, that are necessary to carry out the registrar's duties under this section on and after September 13, 1997.

(F) As used in this section:

(1) "Motor vehicle record" means a record that pertains to a motor vehicle driver's or commercial driver's license or permit, a motor vehicle certificate of title, a motor vehicle registration or motor vehicle identification license plates, or an identification card issued by the bureau of motor vehicles.

(2) "Person" has the same meaning as in section 1.59 of the Revised Code and does not include this State, another State, or an agency of this State or another State.

(3) "Personal information" means information that identifies an individual, including, but not limited to, an individual's photograph or digital image, social security number, driver or driver's license identification number, name, telephone number, or medical or disability information, or an individual's address other than the five-digit zip code number. "Personal information" does not include information pertaining to a vehicular accident, driving or traffic violation, or driver's status.

(4) "Specified federal automobile-related act" means the "automobile information disclosure act," 72 Stat. 325, 15 U.S.C. 1231-1233, the "Motor Vehicle Information and Cost Saving Act," 86 Stat. 947, 15 U.S.C. 1901, et seq., the "National Traffic and Motor Vehicle Safety Act of 1966," 80 Stat. 718, 15 U.S.C. 1381, et seq., the "Anti-car Theft Act of 1992," 106 Stat. 3384, 15 U.S.C. 2021, et seq., and the "Clean Air Act," 69 Stat. 322, 42 U.S.C. 7401, et seq., all as now or hereafter amended.

(5) "Sensitive personal information" means an individual's photograph or digital image, social security number, or medical or disability information.

Effective Date: 06-01-2000