



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

August 3, 2015

CONTRACT TITLE: Off-Site Document Destruction Services

CURRENT CONTRACT PERIOD: September 1, 2015 through August 31, 2016

Recycling Coordinator : Robert Didriksen
Phone: 573/751-3384
Fax: 573/526-9815
Email address: Robert.didriksen@oa.mo.gov

Buyer Name: Molly Hurt
Phone: 573/751-8900
Fax: 573/526-9816
Email address: molly.hurt@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	September 1, 2013 through August 31, 2014	August 31, 2016

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's
Awarded Bid & Contract Document Search located on the Internet at:
<http://content.oa.mo.gov/purchasing-materials-management>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C313088001	4302677900 0	Federal Recycling 2730 W Main Street Jefferson City MO 65109 Phone: (573) 636-5828 Fax: (573) 634-5450 Email: kendrakemp@federalinternational.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
9/1/15 thru 8/31/16	08/03/15	Renewal and changed the Buyer Information on page one from Leslie Kemna to Molly Hurt.
9/1/14 thru 8/31/15	06/04/14	Renewal
9/1/13 thru 8/31/14	08/29/13	Initial issuance of new statewide contract

INSTRUCTIONS FOR STATE AGENCIES

- 1.** Any agency desiring to drop off their documents at the Missouri Office of the Secretary of State's Record Center Annex located at 4720 Scruggs Station Road must contact annex at 573-522-9629 or 573-751-7963 for instructions prior to dropping off documents. A link to an official list of Missouri Office of the Secretary of State's policies for drop off of documents will be posted in the Statewide Notice at a later time.

CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide off-site document destruction services for any state agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- a. All requirements stated herein shall be applicable to all state agencies unless a specific state agency is indicated.
 - b. Although each state agency requiring the contractor's services shall work with the contractor to obtain the needed services, the contractor shall understand that the State Recycling Coordinator is also available to function as a liaison between the contractor and a state agency in order to facilitate the use of the contract and to assist the contractor with communication with the appropriate state agency personnel.
- 1.1.2 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- 1.1.3 The contractor shall perform all services to the satisfaction of each state agency.
- 1.1.4 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide Off-Site Document Destruction Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. If requested by the state agency and within five (5) calendar days of such request, the contractor must provide Gaylord boxes to the state agency for packaging of documents. The Gaylord boxes must be in good condition with all box flaps intact.

1.2 Specific Requirements:

- 1.2.1 As a state agency determines the need for the contractor's services for document destruction, the state agency shall contact the contractor via telephone, fax, email, or other method as agreed upon between the contractor and each state agency. At the time of contact, the state agency shall instruct the contractor of the location of pickup and the approximate quantity of documents/size of documents, including the number of pallets. If a state agency requires document destruction services on a regularly scheduled basis, the contractor and the state agency shall mutually agree upon the schedule.
- 1.2.2 Pick Up Requirements – The contractor shall agree and understand that because the needs of each state agency vary, the contractor must be flexible and shall coordinate and work in good faith with each state agency in regard to pick up and loading of the documents on a location-by-location and case-by-case basis.
- a. The contractor shall pick up the documents within the time parameters specified by the state agency. The Department of Revenue requires pick up Monday-Friday (excluding state holidays) between 8:00 a.m. and 3:00 p.m. The Office of the Secretary of State may require after hours pick-ups. Specific times within state agency parameters shall be mutually agreed by the state agency and the contractor.
 - b. The contractor shall advise the state agency of the contractor's preferred method for the state agency to package the documents. However, the final decision of how the documents will be packaged for the

contractor's pick up shall rest with each individual state agency. Documents may be on pallets in boxes that are stacked, Gaylord boxes, or bales of material. The pallets may be shrink-wrapped by state agency personnel.

- c. At the request of the state agency, the contractor shall provide a semi-trailer at the state agency pick up location for loading for transport of documents for destruction. To ensure the safety of state agency personnel, the contractor must supply a trailer that does not have any holes in the flooring, rotted, or decaying wood.
 - 1) For document destruction services requested by the Office of the Secretary of State, the contractor must provide a trailer that is at least 48 foot to the location requested by the Office of the Secretary of State by no later than 48 hours after the request for services. The Office of the Secretary of State personnel will load the trailer. The Office of the Secretary of State will contact the contractor to pick up the loaded trailer. The contractor shall pick up the trailer for transport by no later than 24 hours after the Office of the Secretary of State contacts the contractor.
 - If required in order to lawfully and safely transport the load, the contractor shall weigh and balance all loads picked up from the Office of the Secretary of State.
 - 2) For document destruction services requested by the Department of Revenue, the contractor must provide a 53 foot trailer to the location requested by the Department of Revenue by no later than 72 hours after the request for services. The Department of Revenue personnel shall load, weigh and balance the trailer. The contractor shall remain on the premises while the trailer is being loaded and shall remove the trailer immediately after the Department of Revenue personnel is finished loading the trailer.
 - 3) For pick-ups from any other state agency, the contractor shall pick up documents for destruction by no later than 72 hours after a request for service is made or by the date mutually agreed upon between the state agency and the contractor. Any additional specifications shall be mutually agreeable between the state agency and the contractor.
- d. If required by the state agency, the contractor shall provide a uniquely numbered cable-sealed lock to be attached to each trailer when loading is complete and ready for transport. The lock shall remain intact until delivery to the paper mill and the destruction process begins. An authorized individual of the paper mill shall remove the lock at the time of destruction.
 - 1) For pick-ups from the Office of the Secretary of State, the contractor shall attach the cable-sealed lock to the trailer.
 - 2) For pick-ups from the Department of Revenue, an individual from the Department of Revenue shall attach the cable-sealed lock to the trailer.
- e. If required by the state agency, and prior to removing the trailer, the contractor shall provide a bill of lading number and the destruction company's release number. The contractor shall indicate on the bill of lading any of the following, as requested by the state agency: the number of skids, total weight loaded, number of the cable seal, number of the trailer, and other information as determined by the state agency.

1.2.3 Transport Requirements – The contractor shall transport the documents to be shredded/pulped. The contractor shall be liable and solely responsible for the documents and the medium(s) used to transport the documents from the time of pick up until destruction is complete. The contractor must notify the state agency immediately in the event the transport medium breaks down, is involved in an accident, or experiences any unscheduled delay during transport.

1.2.4 Destruction Requirements – The contractor shall ensure that the paper mill destroys the documents by shredding/pulping within 24 hours of receipt of such documents. If shredding is used, the strips must be cross-cut and ¼ inch or less. The contractor shall understand and agree that the documents may contain a minimum

number of contaminants. Normal amounts of binder clips, staples, paperclips, etc., as found in average file folders, shall be deemed acceptable.

- a. The contractor shall ensure that the paper mill keeps the documents in a locked and secured location at all times until the documents are destroyed.
- b. If the documents are shredded, the contractor must transport the documents to a paper mill to be pulped within 24 hours after the completion of shredding the documents.
- c. In addition, if the state agency required a uniquely numbered cable-sealed lock on the trailer, the contractor shall ensure that an authorized individual of the paper mill removes the lock at the time of destruction.
- d. The contractor shall ensure that the paper mill issue a certificate of destruction to the contractor confirming that the documents have been destroyed. Within seven (7) days of receipt of the certificate, the contractor shall provide a copy of the certificate to the state agency.

1.2.5 The contractor shall understand and agree that neither the contractor nor the paper mill shall use, re-sell, recycle, or otherwise dispose of any form of the documents prior to the destruction. The contractor shall further understand and agree that the contractor shall be subject to the imposition of criminal sanctions for misuse or improper disclosure of confidential documents as outlined in Section 32.057, RSMo.

1.3 Contractor's Personnel Requirements:

1.3.1 The contractor shall ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site at the state agency, are wearing an article of clothing identifying the contractor, and have a visible picture identification tag at all times.

1.3.2 The state agency reserves the right to approve or disapprove appointment of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

1.4 Security and Confidentiality Requirements:

1.4.1 If requested by the state agency, the contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the requesting state agency in order to provide service under the contract. The contractor must obtain each of the following required security clearances from the State Highway Patrol.

- a. The requesting state agency shall provide the contractor with an *Authorization for Release of Information* to be individually signed by the contractor and each person assigned to the building prior to assignment of any new person to provide services under the contract.
- b. The contractor must obtain a national fingerprint-based record's check from the Missouri State Highway Patrol for each person handling state agency documents, regardless of location (i.e. warehouse, state building, recycling plant, etc.).
 - 1) The contractor shall forward a copy of all results of the national fingerprint-based record's check from the Missouri State Highway Patrol to the requesting state agency.
 - 2) An informational brochure on how to obtain a national fingerprint-based record's check is available on the Missouri Highway Patrol's website at: www.msdp.dps.mo.gov and clicking on the "Background Checks" link at the top of the page.

- c. In the event the contractor fails to submit (1) the *Authorization of Release of Information* form and (2) the national fingerprint-based record's check to the requesting state agency prior to the beginning date of the contract the contractor shall be considered in breach of contract and subject to the available remedies including contract cancellation.
- d. The state agency shall have the right to deny access to the building(s) to any of the contractor's personnel for any reason.

1.4.2 The contractor shall understand and agree that the contractor must not use, re-sell, or otherwise dispose of any form of the confidential documents prior to the pulping/shredding and destruction thereof. The contractor shall further understand and agree that the contractor shall be subject to the imposition of criminal sanctions for misuse or improper disclosure of confidential documents as outline in Section 32.057, RSMo.

1.4.3 The contractor shall agree that the following requirements shall be applicable to the Department of Revenue:

- a. The contractor(s) shall not access or disclose any confidential tax information and is bound by the confidentiality provisions for safeguarding tax information as set forth in Section 32.057, RSMo. Violation of the provisions of Section 32.057, RSMo, is a Class D Felony.
- b. The contractor shall not access or disclose or make available personal information contained in driver or motor vehicle documents to any person or entity except as permitted and shall comply with the Driver Privacy Protection Act (DPPA) (18 U.S.C. Section 2721 and RSMo Sections 32.090 and 32.091). Violation is subject to criminal and/or civil penalties.
- c. Each of the contractor's personnel must complete a Confidentiality Policy Statement (Attachment #1) and return the original signed Confidentiality Policy Statement to the Department of Revenue.
 - 1) The contractor shall obtain Confidentiality Policy Statement from applicable paper mill personnel and deliver such to the Department of Revenue.
 - 2) If requested by the Department of Revenue, the contractor must provide the Department of Revenue with an approved Confidentiality Policy Statement for each new personnel assigned to provide service, prior to such personnel providing service.

1.5 Reporting Requirements:

1.5.1 Reporting Requirements – The contractor shall submit a usage report to the Recycling Coordinator and each state agency using the contractor's services by no later than thirty (30) calendar days after destruction of the documents.

- a. The monthly report must contain the following information for the prior month:
 - 1) Name and address of the state agency
 - 2) Date of Service
 - 3) Weight and description of documents destroyed
 - 4) Price per ton paid and total amount paid to the State Recycling Program
 - 5) Trailer number, if applicable
 - 6) Certificate of destruction
 - 7) Bill of Lading, if applicable

1.5.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the

contractor shall retain such records until completion of the action and resolution of all issues that arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

- b. The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

1.6 Payment Requirements:

- 1.6.1 The contractor shall pay the Missouri State Recycling Program by electronic funds transfer within thirty (30) days after the documents have been destroyed. The payment amount shall be based upon the mill receiving weight of documents, the firm, fixed percentage stated on the Pricing Page, and the highest price of the range of prices of mixed paper as published in the "PPI Pulp & Paper Week", Mixed Paper, Midwest Market.

1.7 Other Contractual Requirements:

- 1.7.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 1.7.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 1.7.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the percentage for the renewal period shall not be less than the minimum percentage for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal percentages are not provided, then the percentages during renewal periods shall be the same as during the original contract period.

- 1.7.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.7.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.7.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 1.7.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.7.8 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

1.7.9 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.7.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.7.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made

available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

1.7.12 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

1.7.13 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- c. The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.
 - 1) The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractor's/provider's subcontractors and employees.
 - 2) The contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).

1.7.14 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

PRICING PAGE

(C/S Code 92661)

Off-Site Document Destruction Services:

All Other State Agencies:

Firm, Fixed Percentage	70% Per Ton
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