



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: August 19, 2016

CONTRACT TITLE: Off-Site Document Destruction Services

CURRENT CONTRACT PERIOD:	September 1, 2016 through August 31, 2017	
RENEWAL INFORMATION:	Original Contract Period:	September 1, 2016 through August 31, 2017
	Renewal Options Available:	2
	Potential Final Expiration:	August 31, 2019
BUYER INFORMATION:	Molly Hurt (573) 751-8900 Molly.hurt@oa.mo.gov	

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.
Local Purchase Authority **should not** be used to purchase supplies/services included
in this 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.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

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

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS160831001	2630741100 0/ MB00093093	Information Management & Securities LLC 4720 East Liberty Street Mexico MO 65265 Phone: (573) 303-0039 Fax: (573) 581-3131 Email: vince@IMSsecure.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
09/01/16 – 08/31/17	08/19/16	Initial issuance of new statewide contract

INSTRUCTIONS FOR STATE AGENCIES

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.

1. PRICING PAGE

Off-Site Document Destruction Services (UNSPSC Code: 80161508)

Original Contract Period Firm, Fixed Percentage	72% Per Ton
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2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 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.
 - c. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
- 2.1.2 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.
- 2.1.3 The contractor shall perform all services to the satisfaction of each state agency.
- 2.1.4 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide off-site document destruction services 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/mostatutes/stathhtml/06700003601.html?&me=67.360>.) 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.
- 2.1.5 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.

2.2 Specific Requirements:

- 2.2.1 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.
- 2.2.2 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 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 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.
- 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.

2.2.3 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.

2.2.4 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.

2.2.5 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.

2.3 Contractor's Personnel Requirements:

2.3.1 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.

2.3.2 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.

2.4 Security and Confidentiality Requirements:

2.4.1 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.mshp.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 for 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.

2.4.2 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.

2.5 Reporting Requirements:

2.5.1 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

2.5.2 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 a format acceptable to the state agency at all reasonable times during the term of the contract.

b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, 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 such action and resolution of all issues that arise from it.

c. The contractor shall permit the state agency, governmental auditors, and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. 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 may 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.

2.6 Payment Requirements:

2.6.1 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.