

MA 18P 2108240000000000013
NEW

State of Maine



Master Agreement

Effective Date: 10/01/21

Expiration Date: 09/30/23

Master Agreement Description: Shredding and Confidential Materials Destruction Services

Buyer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Requestor Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000217101

Vendor Name

SHREDSAFE LLC

Alias/DBA

SHREDDING ON SITE

Vendor Address Information

78 RICE ST

BANGOR, ME 04401

US

Vendor Contact Information

DARLENE EMMONS
207-990-4636 ext.
DEMMONS@RMCMAINE.COM

Commodity Information

Vendor Line #: 1

Vendor Name: SHREDSAFE LLC

Commodity Line #: 1

Commodity Code: 96227

Commodity Description: Shredding and Confidential Materials Destruction Services

Commodity Specifications:

Commodity Extended Description: Master Agreement for Shredding and Confidential Materials Destruction Services for all State of Maine Agencies. See attached file for detailed specifications, instructions, and terms and conditions.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00	10/01/21	09/30/23
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 9/29/2021
6D64277E4DD0450

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor ShredSafe, LLC dba shredding on site

DocuSigned by:
Ryan Lynch 9/30/2021
29B189ABAE9E42E

Signature Date

Ryan Lynch Vice President

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D - Additional Language on Federal Tax Information (FTI) Material Destruction
<input checked="" type="checkbox"/>	Appendix A - Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Appendix C – Price Sheet
<input checked="" type="checkbox"/>	Appendix D – Municipality Political Subdivision and School District Participation Certification
<input checked="" type="checkbox"/>	NAID Certification
<input checked="" type="checkbox"/>	Certificate of Insurance

RIDER A
Scope of Work and/or Specifications

Overview: The Provider will provide shredding services of paper, printed material, microfiche, microfilm Media, plastics, tapes, CD's to ALL State of Maine Departments and facilities statewide. An estimated 60,000 pounds of material is expected to be handled per month however the Provider is to shred all State of Maine generated material regardless if the actual amount is more or less than the estimate. All materials shredded by the Provider will be treated as confidential material.

Master Agreement Term:

Initial Contract Term: October 1, 2021 through September 30, 2023

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **two** renewal periods as shown in the table below, subject to continued availability of funding and satisfactory delivery/performance.

The term of the contract is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	10/1/2021	9/30/2023
Renewal Period #1	10/1/2023	9/30/2025
Renewal Period #2	10/1/2025	9/30/2026

Vendor Contact: Ryan Lynch will be the contact person to set up accounts and address any and all issues pertaining to the service provided through this Master Agreement.

Name: Ryan Lynch

Office Phone: 207-990-4636

Email: sos@rmcmaine.com

Requirements:

1. Provide bonded and fully insured destruction services for all grades of material, as well as destruction services for other media containing confidential information.
2. Capable of destroying approximately sixty-thousand (60,000) pounds of Material per month for the combined Department office locations statewide.
3. Able to shred paper or printed Materials using one or a combination of the following:
 - a. Continuous Shred: maximum width five-eighth inch (5/8"), no specification on length
 - b. Crosscut or Pierce and Tear: maximum width three-fourths inch (3/4"), maximum length two and one-half inch (2 1/2")

- c. Disintegrator, Hammermill or Pulverizer: maximum screen size two-inch (2") diameter
4. Destroy microfiche or microfilm Media to one-eighth inch (1/8") diameter maximum particulate size or less.
5. Destroy computer disks or cartridges to ensure that no confidential information may be acquired.
6. Provide locked containers with keys which have a thirty-two (32), sixty-four (64), and/or ninety-six (96) gallon capacity as requested for each service location and at no charge to the Department. The number of bins and the configuration of keys will be determined by the needs of the location.
7. Federal Tax Information (FTI) paper material are to be immediately destroyed using cross cut shredders which produce particles that are 1mm x 5mm (0.04 in. x 0.2 in) in size (or smaller), or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 in. (2.4mm) security screen per Internal Revenue Code 6103, Publication 1075. *Note: If shredding deviates from the above specification, FTI must be safeguarded until it reaches the stage where it is rendered unreadable through additional means, such as burning or pulping.*
8. FTI must never be disclosed to an agency's agents or contractors during disposal without legal authorization and destruction must be witnessed by an agency employee. Destruction of FTI must be certified by the contractor when not witnessed by an agency employee
9. Shredding will be performed in mobile shredding units. Plant-based operations are permitted provided the Awarded Bidder maintains a documented secure process from pick-up through destruction.
10. All State of Maine Departments and all associated statewide facilities will be serviced by this agreement. Locations, number of bins, and frequency of services may be added or removed as required and requested by each Department. Provider will periodically review delivery schedules and recommend most efficient number of bins per facility and frequency of service schedules. Departments can deny recommended changes based on operational needs or if they are required to have material shredded more frequently due to Department, State or Federal law, policy, rule, or statute.
11. Each Department will work with provider to set up servicing locations and individual facility requirements within the Service Specifications of the agreement. Provider will be required to individually invoice all the locations set up by the Departments. The invoices are to be issued monthly. The invoice is required to include the Department, physical location address, type of material(s) shredded/destroyed, unit cost, and total.
12. Provider is to include a Certificate of Destruction with each invoice.
13. Quarterly Reporting: Provider will be required to submit a quarterly report to the Division of Procurement Services contract administrator in a format specified by the

Division of Procurement Services. The Division may request additional reporting as needed throughout the term of the contract. Quarterly reports are to be emailed to Debbie.Jacques@maine.gov within 30 days of the end of each calendar quarter.

The Quarterly reports should, at a minimum, detail the following:

- a. Date
 - b. Department Name
 - c. Location
 - d. Description of Service
 - e. Itemized Costs
 - f. Total Invoice Amount
14. Maintain membership in good standing with the National Association for Information Destruction (NAID) throughout the entire term of the contract. It is **required** that a current copy of the NAID Certificate be supplied by Provider.
 15. Provide bonded and fully insured destruction services for all grades of Material, as well as destruction services for other Media containing confidential information.
 16. Provider will perform background checks on all Provider employees handling material and provide documentation upon request.
 17. Provider employees will display a picture identification at all times

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER D

Additional Language for Federal Tax Information (FTI) Material Destruction

I. CONFIDENTIALITY AND PERFORMANCE

In performance of this contract, the Provider agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. All work will be performed under the supervision of the Provider or the Provider's responsible employees.
2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Provider is prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the Internal Revenue Service (IRS).
5. The Provider will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
6. The Provider agrees that the safeguard provisions of this agreement apply to Federal and State tax returns and return information and to other State information such as DOL (Department of Labor), BMV (Bureau of Motor Vehicles) and Secretary of State.
7. The Provider must require all officers and employees engaged in the contract to read and sign confidentiality statements provided by the Department. The signed statements must be delivered to the Agreement Administrator.
8. To ensure that the confidentiality of taxpayer information is protected from any type of disclosure, the Provider must require all of its officers and employees engaged in the contract to complete confidentiality training, to be provided by the Department, before performing any work and at least annually thereafter.

9. All materials and information given to the Provider by the Department or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
10. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
11. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
12. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).
13. The Department requires background checks for Provider staff assigned to the project whose job responsibilities require access to confidential state or federal taxpayer data.
14. The Department will have the right to void the contract if the Provider fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

1. Any person who violates 36 MRSA, Section 191, shall be guilty of a Class E crime in the State of Maine.
2. Any further disclosure of federal tax returns or federal tax information inadvertently or purposely obtained as a result of or in contravention of this contract is governed by the Provider's obligation to act in accordance with the following:
 - a) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

b) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

c) Additionally, it is incumbent upon the Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to providers by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a provider, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

d) Granting a provider access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Providers must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, providers should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Provider should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Department shall have the right to send its officers and employees into the offices and plants of the Provider for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Provider is found to be noncompliant with contract safeguards.

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: ShredSafe, LLC dba Shredding On Site		
Chief Executive - Name/Title: Ryan Lynch, Vice President		
Tel: 207-990-4636	Fax: 207-942-4034	E-mail: rlynch@rmcmaine.com
Headquarters Street Address: 78 Rice Street		
Headquarters City/State/Zip: Bangor, Maine 04401		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Ryan Lynch, Vice President		
Tel: 207-990-4636	Fax: 207-942-4034	E-mail: rlynch@rmcmaine.com
Street Address: 78 Rice Street		
City/State/Zip: Bangor, Maine 04401		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Ryan Lynch	Title: Vice President
Authorized Signature: 	Date: 8/20/2021

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Ryan Lynch	Title: Vice President
Authorized Signature: 	Date: 8/20/2021

Price Sheet

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

Price Sheet

MA# 2108240000000000013

Shredding and Confidential Materials Destruction Services

Paper and Printed Material

Fixed Cost Per Pound for Paper and Printed Material	\$0.063 (blended rate of total volume by container type)
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Fixed Cost Per Container for Paper and Printed Material	Full	1/4 Full	1/2 Full	3/4 Full
Consoles with Nylon Bags 75 lb. Capacity	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
32 Gallon Containers 100 lb. Capacity	\$ 10.00	\$ 2.50	\$ 5.00	\$ 7.50
64 Gallon Containers 200 lb. Capacity	\$ 14.00	\$ 3.50	\$ 7.00	\$ 10.50
96 Gallon Containers 300 lb. Capacity	\$ 18.00	\$ 4.50	\$ 9.00	\$ 13.50

Labor and/or transportation for purge shredding projects to be quoted upon request

FTI Material: \$1,750.00 flat rate or \$175.00 per container per occurrence whichever is greater

Multimedia Materials

Fixed Cost Per Unit for Hard Drives (HDDs & SSDs) and Data Tapes	\$ 7.95 per unit + \$1.00 per unit for serial number recordation (optional)
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Multimedia to include CDs, Microfilm/fiche, Plastics, etc.	1.2 Cu.Ft. Box	32 Gal Container	64 Gal Container	
Fixed Cost Per Container for Multimedia to include CDs, Microfilm/fiche, Plastics, etc.	\$ 50.00	\$ 175.00	\$ 325.00	

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

MA# 2108240000000000013

Shredding and Confidential Materials Destruction Services

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows: A 10% discount will apply to the then current Shredding On Site standard market rates for the type/s and level/s of new confidential shredding/destruction service/s requested by municipalities, political subdivisions, and school districts included on a pre-approved list provided by the State of Maine.

No

Name of Company: ShredSafe, LLC dba Shredding On Site

Address: 78 Rice Street, Bangor, Maine 04401

Signature: 

Date: 8/20/2021

Records Management Center/ Shredding On Site

is Hereby Granted **NAID AAA Certification**[®]
by **i-SIGMA**[®]



The National Association for Information Destruction (NAID[®]) is the non-profit trade association recognized globally as the secure data destruction industry's standards setting and oversight body.

*The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations.**

As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.

The certificate holder is NAID AAA Certified for the following services and media types:

- Mobile Operation Endorsement for Paper/Printed Media, Physical Hard Drive, & Solid State Device
- Facility-based Operation Endorsement for Paper/Printed Media, Physical Hard Drive & Solid State Device

Applicable to the following location(s):

- 78 Rice St., Bangor, ME 04401-5730 USA

Valid Through: 31 August 2022

A handwritten signature in black ink, appearing to read 'R. Johnson', written over a horizontal line.

*Robert J. Johnson
NAID AAA Certification Program Official*

*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA, PIPA, PHIPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting and data breach reporting procedures and training as required therein or separately.

