

MODIFICATION

State of Maine



Master Agreement

Effective Date: 10/01/16

Expiration Date: 06/30/20

Master Agreement Description: Shredding Services - STATEWIDE

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

Martha Kluzak 207-287-5837 ext. martha.kluzak@maine.gov

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@RMCAINE.COM

Commodity Information

Vendor Line #: 1

Vendor Name: SHREDSAFE LLC

Commodity Line #: 1

Commodity Code: 96227

Commodity Description: Shredding Services, Paper, Microfiche. Microfilm. ECT.

Commodity Specifications: Enter Unit by the LBS per invoice.

Commodity Extended Description: Enter Unit by the LBS per invoice. 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.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name SOS Shredding Services	Discount 0.0000 %	
	Discount Start Date 10/01/16	Discount End Date 06/30/20

Commodity Information

Vendor Line #: 1

Vendor Name: SHREDSAFE LLC

Commodity Line #: 2

Commodity Code: 96227

Commodity Description: Service Line for Shredding

Commodity Specifications: Enter total invoice amount

Commodity Extended Description: Enter total invoice amount

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date 12/09/16	Service End Date 06/30/20
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

STATE OF MAINE
Department of Administrative & Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 25th day of, May 2018, the Contract for Special Services between the State of Maine, Department of Administrative & Financial Services, Division of Procurement Services hereinafter called "Department," and SHREDSAFE LLC, dba Shredding On Site hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from 6/30/18 to 6/30/20
(old service to date) (new service to date)

Reason: Renewal Option #1 per MA 16102500000000000046 and RFP# 201604083

2. Pricing has increased. The price per lb. for paper and printed material is increasing from \$0.04 per lb. to \$0.05 per lb. and the price per lb. for microfiche, microfilm media, plastics, tapes, CD's has increased from \$0.15 per lb. to \$0.95 per lb.

Reason: See attached spreadsheet for current pricing.

3. Agreement Administrator (Rider B, Paragraph 6) is to be amended as follows:

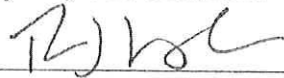
Name: Debbie Jacques, Procurement Analyst II, **Phone:** 207-624-7890 **Email:** Debbie.Jacques@maine.gov

All other terms and conditions of the original contract dated 8/31/16 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: ShredSafe LLC

By: Ryan Lynch, Vice President

Signature:  Date: 6/4/18

and

Department of Administrative & Financial Services

By: Laurie A. Andre, Director, Division of Procurement Services

Signature:  Date: 6/6/18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

(note: this section must be completed by using agency)

Department number and Master Agreement (MA #): 18P 16102500000000000046

Vendor Code: VC0000217101 **New Service Date:** June 30, 2020

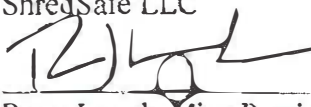
STATE OF MAINE
Department of Administrative & Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 14th day of September, 2017, the Contract for Shredding Services between the State of Maine, Department of Administrative & Financial Services, Division of Purchases hereinafter called "Department," and SHREDSAFE LLC, DBA Shredding On Site hereinafter called "Provider," is hereby amended as follows:

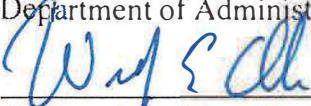
1. The termination date is not being adjusted.
2. The Scope of Services in Rider A is amended as follows: Federal Tax Information (FTI) material shredding requirements and pricing structure is being added.
3. Rider D, Additional Language for Federal Tax Information (FTI) Material Destruction is being added.

All other terms and conditions of the original contract dated 8/31/16 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

ShredSafe LLC
By:  _____ Date: 9/14/2017
Ryan Lynch, Vice President

and

Department of Administrative & Financial Services, Division of Purchases
By:  _____ Date: 9/14/2017
William J.E. Allen, Contract Grant Specialist

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
Master Agreement to Purchase Services

THIS AGREEMENT, made this 31st day of August, 2016, is by and between the State of Maine, Department of Administrative & Financial Services, Division of Purchases, hereinafter called "Department," and SHREDSAFE LLC, DBA Shredding On Site, located at 78 Rice Street, Bangor, ME 04401 telephone number 207-990-4636, hereinafter called "Provider", for the period of October 1, 2016 to June 30, 2018. Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, a two (2) year period and a one (1) year period. Optional renewal periods will be at the Department's discretion.

This Master Agreement is the direct result of RFP# 201604083, Shredding and Confidential Materials Destruction Services.

The AdvantageME Vendor/Customer number of the Provider is VC0000217101

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D, E, and/or F - (At Department's Discretion)
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 1 original copy.

Department of Administration & Financial Services
Division of Purchases

By: Kevin M. Scheirer
Kevin M. Scheirer, Director, Division of Purchases

and

ShredSafe LLC
By: Ryan Lynch
Ryan Lynch, Vice President

UNENCUMBERED
OCT 26 2016
NO FUNDS RESERVED
FOR THIS CONTRACT

Approved: Kevin M. Scheirer
Chair, State Purchases Review CommitteeBP54 (Rev 1/12)

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

This Master Agreement is the direct result of RFP# 201604083, Shredding and Confidential Materials Destruction Services which was awarded to Shredding on Site. On October 1, 2016 the selected contracting business was sold to ShredSafe LLC who agrees to provide the services based on this contract's specifications and terms and conditions.

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.

Period of Performance:

Period	Start Date	End Date
Initial Period of Performance	10/1/2016	6/30/2018
Renewal Period #1	7/1/2018	6/30/2020
Renewal Period #2	7/1/2020	6/30/2021

Contact Person: 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

Service Specifications:

1. Provide proof of bonded and fully insured destruction services for all grades of material, as well as destruction services for other media containing confidential information.
2. Provider will perform background checks on all Provider employees handling material and provide documentation upon request.
3. Provider employees will display a picture identification at all times.
4. Shredding will be performed in mobile shredding units. Plant-based operations are permitted so long as the Provider maintains a documented secure process from pick-up through destruction.
5. Provider will supply locked containers with keys which have a sixty-four (64) 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 each individual facility.
6. All paper or printed materials will be shredded using one or a combination of the following:
 - a. Continuous Shred: maximum width five-eighth inch (5/8"), no specification on length
 - b. Cross-Cut 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
7. Microfiche or microfilm media will be destroyed to one-eighth inch (1/8") diameter maximum particulate size or less.
8. Computer disks or cartridges will be destroyed to ensure that no confidential information may be acquired.
9. The Provider will issue a monthly invoice for each State of Maine Department serviced. The invoice will include the name of the Department, date of service, physical location address, type of material(s)

shredded, number of pounds by type, cost per pound and a total.

10. Along with each invoice the Provider will provide a Certificate of Destruction.
11. **ADDED Sept. 14, 2017** - Federal Tax Information (FTI) paper materials are to be immediately shredded onsite, then re-shredded offsite within one week with the final effect being 5/16 inch wide or smaller strips. Paper should be inserted so that the lines of print are perpendicular to the cutting line; FTI microfilm and microfiche should be shredded to effect a 1/35- inch by 3/8- inch strips, in compliance with IRC 6103(p)(4)(F) Section 8.3.

Contracted Prices: The fixed all-inclusive cost per pound is:

\$0.03 per lb. for paper and printed material **through October 25, 2016**

\$0.04 per lb. for paper and printed material

\$0.15 per lb. for microfiche, microfilm media, plastics, tapes, CD's

ADDED Sept. 14, 2017 - \$1,500.00 or \$0.75 per lb. per occurrence whichever is greater for FTI Material

Prices are to be inclusive of all costs associated with providing shredding services including all handling, freight and recycling of material and must remain firm for the duration of the contract.

Using Facilities: All State of Maine Departments and all associated statewide facilities will be covered by this Master 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.

Location and Facility Setup: Each using Department will set up servicing locations and individual facility requirements within the Service Specifications listed above. Each using Department will have their own addresses where invoices are to be sent.

Reports: The provider shall submit all data and reports to any State of Maine Department for its serviced facilities upon request.

Quarterly Report: The Division of Purchases **requires a quarterly report of sales** within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce the quarterly report which must include the dollar value of services provided broken down by Department as well as the total dollar value of all services provided by all Departments. Submit the report by fax or email to: Fax: 207-287-6578 Email: wje.allen@maine.gov

NAID Certification: Provider must supply proof of NAID certification for Information Destruction annually on or before June 30 to the Agreement Administrator.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** Using Departments will pay monthly invoices for services rendered.
2. **INVOICES AND PAYMENTS** Each using Department will pay the Provider as they receive and verify invoices. Invoices will be sent to individual Department billing addresses. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.
3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, quarterly reports, correspondence and related submissions from the Provider shall be submitted to:

Name: William Allen, Contract Grant Specialist Phone 207-627-7871 Email: wje.allen@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.
7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, 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 Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **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.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department 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 Department 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.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

None

RIDER D

ADDED Sept. 14, 2017Additional 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.

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

RIDER G

IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: ME

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.



PO Box 155
 Bangor, ME 04401
Office: 207-990-4636
Toll Free: 866-557-3453
Email: info@rmcmaine.com

SCHEDULE A – RATES & SERVICES

Provided To: State of Maine – All Departments and Agencies
 Effective Dates: July 1, 2018 to June 30, 2020 – Renewal Period #1

RECURRING DOCUMENT DESTRUCTION PROGRAM:

Description	Rate	Per Unit
Certified Document Destruction Program – On-Site Service	\$ 0.05	Per Pound
- Regulatory Compliance through NAID AAA Certified Mobile Destruction Service	INCLUDED	
- Locked 64/96 Gallon Containers and Executive Office Consoles	INCLUDED	
- 3 rd Party Security Audits – Including Random, Unannounced Audits	INCLUDED	
- Uniformed, Trained Employees – Screened, Drug Tested, Security/HIPAA Trained	INCLUDED	
- Bar-Code Tracked, Locked Shredding Containers	INCLUDED	
- Scheduled Recurring Service Stops	INCLUDED	
- Detailed Departmental Billing & Work Order History	INCLUDED	
- Usage Reports by Location & Department (w/ Volumes Shred & Recycled)	INCLUDED	
- Discounted Rates for Purge Projects	INCLUDED	

*On-Site Shredding Service Program rate per pound is based on Customer's agreement to maintain its Shredding Program Pricing based on a minimum monthly volume of 45,000 pounds; otherwise, tiered rate structure may apply for volumes less than 45,000 pounds per month, excluding non-regularly scheduled purge projects or any reduction directly caused by Company or its operations. Shredding On Site may adjust service frequencies and scheduling at any time based on bin utilization and service requirements by department and/or location.

CERTIFIED DESTRUCTION SERVICES:

Description	Rate	Per Unit
Hard Drive Destruction – On-Site with Mobile Shredding Truck **NEW**	\$ 5.00	Hard Drive
Hard Drive Destruction – Off-Site at Secure Destruction Facility	\$ 0.95	Pound
Electronic Media Destruction – Off-Site at Secure Destruction Facility - Shredding, Microfiche, Microfilm Media, Plastics, Tapes, CDs	\$ 0.95	Pound
Shredding Container Lease (Purge Projects)	\$ 10.00	Container/Month
Labor For Purge Projects	Quoted Upon Request	

*Transportation charges for off-site destruction services may apply.

OPT OUT OF CPU AND HARD DRIVE SERIAL NUMBER RECORDATION (Check if applicable)

By checking the above and signing this agreement, Client OPTS OUT of CPU/Hard Drive Serial number recordation.

Removed fuel surcharge table

Records Management Center/ShredSafe, LLC

is Hereby Granted NAID AAA Certification
by the National Association for Information Destruction



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.

Valid Through: August 31, 2019

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

- Mobile & Plant-based Operations for Paper/Printed Media & Physical Hard Drive

Applicable to the following location(s):

- 78 Rice St, Bangor, ME 04401, USA

*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.

Katid M. [Signature]
NAID Certification Program Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401	CONTACT NAME: Kelly Burpee, CPCU, AAI	
	PHONE (A/C, No, Ext): (207) 947-7345	FAX (A/C, No): 207-941-0849
E-MAIL ADDRESS: kburpee@crossagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Ins. Co.		-
INSURED Lynco, Inc., Lynch Logistics, Inc. etal ShredSafe LLC/Shredding on Site & Central Maine Transport 78 Rice Street Bangor ME 04401		
INSURER B: Maine Employers Mutual Insurance C		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL1871056252

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	5101800284	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			106774833	7/15/2018	7/15/2019	Each Claim Limit \$1,000,000 Aggregate \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of Maine 9 State House Station Augusta, ME 04333	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K Burpee, CPCU, AAI/K <i>Kelly M. Burpee</i>
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