

State of Washington
Current Contract Information

On-Site Document Destruction Services

State Master Contract #07412

Effective July 27, 2013

Original Award date:	May 30, 2013	Contract Execution date:	July 1, 2013
Period of performance:	July 1, 2013 through June 30, 2015	Term:	Not to exceed 6 years

Services: Confidential on-site destruction of documents and digital media with optional off-site services available on an as-needed basis. This contract is awarded to two contractors: **DeVries Business Services** and **LeMay Mobile Shredding**. See Current Pricing on page five to determine which of the two vendors you will be receiving services from.

Off-site destruction services of paper media will be priced at \$3.00 per banker's box (1.2 Cubic feet – 11" x 17" x 12"H). Off-site destruction services of digital media will be priced at \$2.00 per pound. These prices are in effect for all counties in all regions, regardless of which awarded Contractor is servicing your account.

This contract becomes effective on July 1, 2013. This is a **MANDATORY USE CONTRACT** for all state agencies. The State, in cooperation with the current vendor, DB Secure Shred and our two new vendors, has implemented a **rolling transition schedule** to prevent any disruption to existing services for our current user agencies. The DB Secure Shred bins currently on site at all participating state agencies will not be moved. The keys to the existing bins will remain the same. The schedule is as follows:

On the dates indicated, service for the following counties will transition from DB Secure Shred to DeVries Business Services and LeMay Mobile Shredding. a

July 1, 2013

DeVries – Okanogen, Chelan, and Douglas
LeMay - Clark, Skamania, Cowlitz, Wahkiakum and Klickitat

July 15, 2013

DeVries – Kittitas, and Yakima
LeMay – Lewis, Pacific, Grays Harbor, Jefferson, Clallam, Mason, and Kitsap

July 22, 2013

DeVries – Benton, Franklin, Walla Walla, Columbia, Garfield and Asotin
LeMay – San Juan and Island

July 29, 2013

DeVries – Grant, Adams and Whitman
LeMay – Whatcom and Skagit

August 5, 2013

DeVries – Ferry, Lincoln, Stevens, and Pend Oreille
LeMay – Snohomish

August 12, 2013

LeMay – King
DeVries - Spokane

August 19, 2013

LeMay – Pierce

September 2

LeMay - Thurston

**IMPORTANT NOTE TO ALL USERS: PLEASE IMMEDIATELY READ PAGE #7
FOR SPECIAL ORDERING AND SCHEDULING INSTRUCTIONS.**

DES Breann Aggers
Contact: Contracts Specialist
Email: Breann.aggers@des.wa.gov

Phone: (360) 407-9416 Fax: (360) 586-2426

Alternate
Contacts: DES Customer Service @ (360) 902-2210, csmail@des.wa.gov

CONTRACTOR CONTACT INFORMATION – LE MAY MOBILE SHREDDING

Main Number : 1-877-898-0112 Address: 2910 Hogum Bay Road, NE, Lacey WA 98516

State of Washington Account Management

Account Manager

Ron Ranniger

360.486.8605

ronr@wcnx.org

Operations Manager

Chris Giraldes

360.486.8602

chrisg@wcnx.org

Olympic and Northwest Regions

Ron Ranniger (360) 486-8605-office
(360) 239-4889-cell

Southwest Region

Kevin Miracle (360) 449-5823 -office
(360) 270-3531 -cell
kevinm@wcnx.org

Accounting Department

Office Manager –
Jocelyn White

(360) 486-2460
jocelynw@wcnx.org

CONTRACTOR CONTACT INFORMATION – DE VRIES BUSINESS SERVICES

Main Number : (866) 433-4691 Address: 601 East Pacific Avenue, Spokane, WA 99202

State of Washington Account Management

Sales Manager

Jim Shasky

(509) 838-1044 x812

(509) 590-5259 - cell

jshasky@devriesinc.com

Operations Manager

Curt Sines

(509) 838-1044 x820

(509) 990-1852 - cell

Help Desk Manager

Patty Willette

(509) 838-1044 x820

Manager AP & AR

Kelly Hopper

(509) 838-1044 x822

Table of Contents

On-Site Document Destruction (05906)

<u>Contact Information</u>	1
<u>Products</u>	3
<u>Price Information</u>	6
<u>Terms and Conditions</u>	7
<u>Ordering Process</u>	7
<u>Shredding Specifications</u>	7

Notes:

- I. **Best Buy:** The following provision applies to mandatory use contracts only. Agencies may purchase identical or equal items available on mandatory State Contracts directly from non-contract suppliers when it is more cost effective to do so as provided by [RCW 39.26](#). Please refer to the Washington Purchasing Manual for instructions on how to conduct best buy purchases. If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.
- II. **State Agencies, members of the State of Washington Purchasing Cooperative, and other Authorized users:** submit order directly to Contractor for processing referencing state of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415 or visit <https://fortress.wa.gov/ga/apps/coop/Default.aspx>.
- III. **Only authorized purchasers including members of the State of Washington Purchasing Cooperative (WSPC) may purchase from this contract.** It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is **available on the Internet** <https://fortress.wa.gov/ga/apps/coop/Default.aspx>. Contractors shall not process state contract orders from unauthorized users.
- IV. **Contract Terms:** These contract documents include by reference all terms and conditions published in the original RFP or IFB including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by DES (as Amended).

The following pages contain key contract features. For detailed information please view the original solicitation and amendment to this contract on the portal page, or contact your agency Purchasing Office.

Overview:

This contract provides for the secure on-site destruction of sensitive documents and digital media. Offsite destruction services are also available on an as-needed basis. All services will be available statewide.

This contract will help your organization to comply with state and federal laws that mandate the destruction of specific sensitive documents. It will also help to safeguard your organization from individuals who may intend to use your sensitive material in an unauthorized manor.

The awarded vendors are NAID™ certified for mobile operations. This certification gives you peace of mind knowing that the contracted vendors meet or exceed current industry standards for information destruction services.

Please contact THE VENDOR FOR YOUR REGION for all of your destruction needs.

To let us know how the vendors and the contract is working for you, please submit [Vendor and Contract Performance Feedback](#). All comments are taken into consideration. We appreciate hearing from you!

[Return to Table of Contents](#)

STANDARD ON-SITE DOCUMENT DESTRUCTION BINS

64 Gallon Bin: 200-210 Lbs Capacity / Dimensions 42.1" H x 29.1" D x 22.4 W

32 Gallon Bin: 100 Lbs Capacity 36.6" H / Dimensions 36.6" H x 22.0" D x 18.9" W

36" Slim Boy Console: 80 Lbs Capacity / Dimensions 22.75" x 15.75" x 30" H

30" Slim Boy Console: 70 Lbs Capacity / Dimensions 22.75" x 15.75" x 30" H

27" Slim Boy Console: 70 Lbs Capacity / Dimensions 22.75" x 15.75" x 27" H

24" Slim Boy Console: 60 Lbs Capacity / Dimensions 22.75" x 15.75" x 24" H

STANDARD OFF-SITE DOCUMENT/DIGITAL MEDIA DESTRUCTION CONTAINERS

Banker's Box – Dimensions 11.5" x 17" x 12"H

CURRENT ON-SITE CONTRACT PRICING
EFFECTIVE JULY 1, 2013

OLYMPIC REGION LE MAY MOBILE SHREDDING	
Counties: Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, Thurston	
64 Gallon Bin	\$2.65
32 Gallon Bin	\$2.65
36" Slim Boy Console	\$2.65
30" Slim Boy Console	\$2.65
27" Slim Boy Console	\$2.65
24" Slim Boy Console	\$2.65
Digital Media Destruction	\$1.00 per pound

SOUTHWEST REGION LE MAY MOBILE SHREDDING	
Counties: Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, Wahkiakum	
64 Gallon Bin	\$3.95
32 Gallon Bin	\$3.95
36" Slim Boy Console	\$3.95
30" Slim Boy Console	\$3.95
27" Slim Boy Console	\$3.95
24" Slim Boy Console	\$3.95
Digital Media Destruction	\$1.00 per pound

NORTHWEST REGION LE MAY MOBILE SHREDDING	
Counties: Island, King, San Juan, Skagit, Snohomish, Whatcom	
64 Gallon Bin	\$4.20
32 Gallon Bin	\$4.20
36" Slim Boy Console	\$4.20
30" Slim Boy Console	\$4.20
27" Slim Boy Console	\$4.20
24" Slim Boy Console	\$4.20
Digital Media Destruction	\$1.00 per pound

NORTH CENTRAL REGION DE VRIES BUSINESS SERVICES	
Counties: Chelan, Douglas, Grant, Okanogan	
64 Gallon Bin	\$4.00
32 Gallon Bin	\$4.00
36" Slim Boy Console	\$4.00
30" Slim Boy Console	\$4.00
27" Slim Boy Console	\$4.00
24" Slim Boy Console	\$4.00
Digital Media Destruction	\$.55 per pound

SOUTH CENTRAL REGION DE VRIES BUSINESS SERVICES	
Counties: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Yakima	
64 Gallon Bin	\$4.00
32 Gallon Bin	\$4.00
36" Slim Boy Console	\$4.00
30" Slim Boy Console	\$4.00
27" Slim Boy Console	\$4.00
24" Slim Boy Console	\$4.00
Digital Media Destruction	\$.55 per pound

EASTERN REGION DE VRIES BUSINESS SERVICES	
Counties: Adams, Ferry, Lincoln, Pend Oreille, Spokane, Stevens, Whitman	
64 Gallon Bin	\$4.00
32 Gallon Bin	\$4.00
36" Slim Boy Console	\$4.00
30" Slim Boy Console	\$4.00
27" Slim Boy Console	\$4.00
24" Slim Boy Console	\$4.00
Digital Media Destruction	\$.55 per pound

SELECT TERMS AND CONDITIONS

(For more terms and conditions, see the original solicitation.)

ORDERING PROCESS AND CONTAINERS

The service schedule shall be mutually agreed upon by the contractor and the purchaser.

Services shall be provided no later than seven (7) calendar days after a request for service is made, or as scheduled by the purchaser.

- Contractor shall provide the appropriate size and number of secure containers to each facility that requests service under the contract.
- Each container shall contain a drop-slot, have a capacity that is suitable towards the needs of the participating agencies, and have a key-locked or combination dead bolt.
- Each container shall be placed in the location requested by the purchaser, provided that placement is in accordance with applicable fire codes.
- All containers shall be provided free of charge.
- **Agencies are responsible for contacting the appropriate Vendor for service. Because the previous contract (#05906) was not utilized on a mandatory basis, the new Vendors do not have a complete list of State Agencies or contact persons. Please be pro-active and e-mail your agency information to the appropriate Vendor as soon as possible. "Request for Service" forms for each vendor are embedded below:**



CERTIFICATION REQUIREMENTS

National Association for Information Destruction (NAID™): Awarded vendors are NAID™ certified in Mobile Operations by the start of this contract and remain certified for the full term of the contract. The following link will assist in deciphering the information required to become a certified member of the National Association for Information Destruction (NAID™).

For more Information visit NAID™ at <http://www.naidonline.org/index.html> or call (602)788-6243.

CERTIFYING DESTRUCTION / SHREDDING SPECIFICATIONS

1. Certificate of Destruction

Contractor shall provide to the customer a Certificate of Destruction at the time service is completed. At a minimum, this certificate shall include the name and/or address of the facility, date of service, description of materials destroyed, service representative name, and truck number.

2. Shredding Specifications

All paper or printed media will be destroyed to the dimensions outlined in the NAID™ specifications. Those dimensions include:

- Continuous Shred:
 - Maximum Width: 5/8 inch
 - Maximum Length: Indefinite
- Cross Cut or Pierce and Tear:

- Maximum Width: 3/4 inch
- Maximum Length: 2.5 inches
- Pulverized (Equipment with Screens)
 - Maximum Screen Size: 2 inch diameter holes

Note: The above listed specifications are the current dimensions for document destruction used in the NAID™ Certification Program. If at any point these specifications are updated by NAID™ it is the contractor's responsibility to abide by the new specifications and apply them to this contract.

The Contractors shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and set forth in the NAID™ certification.

RETENTION OF RECORDS

The Contractors shall maintain, for at least three years after completion of this contract, all relevant records pertaining to this contract. This shall include, but not be limited to, all records pertaining to actual contract performance from the date of contract award. It shall also include information necessary to document the level of utilization of MWBE's and other businesses as subcontractors and suppliers in this contract as well as any efforts the contractor makes to increase the participation of MWBE's. The contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.

CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the Procurement Coordinator.

INSURANCE

General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Provisions: Above insurance policies shall include the following provisions:

Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

Identification: Policy(ies) and Certificates of Insurance must reference the state's bid/contract number.
Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A-

Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager of the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with RCW 48.15 and WAC 284-15.

Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.