

SHREDDING SERVICES
STATEMENT OF WORK (SOW)

June 8, 2017

1. INTENT:

It is the intent of these Specifications, Terms and Conditions, to describe services for the Shredding and Destruction of Confidential Documents required by the Centers for Medicare & Medicaid Services (CMS). These Specifications, Terms and Conditions, pursue the successful Contractor's response, and standard agreement shall constitute a contract between CMS and the successful Contractor.

2. SCOPE:

The Centers for Medicare & Medicaid Service, previously known as the Health Care Financing Administration, is a federal agency within the United States Department of Health and Human Services that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children's Health Insurance Program, and health insurance portability standards. In addition to these programs, CMS has other responsibilities, including the administrative simplification standards from the Health Insurance Portability and Accountability Act of 1996, quality standards in long-term care facilities through its survey and certification process, clinical laboratory quality standards under the Clinical Laboratory Improvement Amendments, and oversight of HealthCare.gov.

The purposes of this contract, is to provide Shredding Services as defined as the collection and shredding of the contents of locking security containers and consoles of various sizes placed throughout the Agency. CMS will request a recurring shredding schedule depending on the anticipated needs of the Agency. The containers and consoles size(s) and schedule may be adjusted at any time by the Agency to better complement the end-user's requirements. CMS is soliciting competitive bids to select a Contractor that meets its requirements for the shredding and destruction of confidential documents. The Contractor is required to obtain an AAA Certification from the National Association for the Information Destruction (NAID) prior to the contract award. Certification includes the Contractor passing an audit by security professionals possessing Certified Protection Professional (CPP) accreditation through the American Society for Industrial Security International. A lapse of NAID certification during the term of the contract resulting from this bid shall be good cause for CMS termination of the contract. No minimum or maximum shredding weight is guaranteed or implied. The successful Contractor shall perform the required services at the following locations:

- 7500 Security Blvd, Baltimore, MD
- 7201 Ambassador, Baltimore, MD
- 7111 Security Blvd, Baltimore, MD
- 1508 Woodlawn Drive, Baltimore, MD
- 7025 Windsor, Baltimore, MD

3. CONFIDENTIALITY:

Confidentiality of all information is required. The Contractor shall maintain confidentiality in accordance with best industry practices in compliance with federal and state laws, and in compliance with the National Association for Information Destruction requirements for Contractor certification. The

Contractor's personnel designated to work with confidential records shall be required to sign a statement of confidentiality guaranteeing non-disclosure of information prior to performing any work described in this contract. The confidentiality statement shall be designed, implemented and maintained by the Contractor. If requested, the statement of confidentiality shall be made available for viewing by CMS. Therefore, the Contractor shall not inspect, view, peruse, copy, or examine any material or documents whether designated for shredding or disposal or not. In addition, the Contractor shall not otherwise disclose, release or communicate any information, including materials or documents to any third person, individual, organization or entity not employed or approved by CMS. Should any violation or breach of this provision occur, such shall constitute cause for immediate termination of the contract upon receipt of written notice of the violation or breach by the Contractor.

4. SUBCONTRACTING:

Services performed for CMS under this contract may not be subcontracted or assigned.

5. PERSONNEL:

- Contractor is to provide supervised and uniformed personnel, trained, licensed, and bonded to perform these Shredding Services.
- Staff shall be uniformed in company attire and carry visible photo employee identification at all times.
- Documents must be attended by a company employee or physically secured at all times.
- Criminal History Background Check under State and Federal regulations and NAD certification, is required, any criminal violations that disqualify an employee from being employed in a capacity where they may come into contact with confidential information are not be employed on this contract.
- Provide the name and address of the party conducting your criminal history record checks. If the criminal history record check is not conducted through an official state crime bureau, what levels of criminal offenses are included in the criminal history record check.
- If criminal history information is not obtained through the appropriate official state crime bureau, CMS at its sole discretion may require an additional criminal history record check on employees with access to CMS facilities or confidential information.
- Criminal history record checks must be completed for those so designated within 30 days prior to start of contract.
- Vendor shall provide copies to CMS of all criminal history record checks for review and acceptance of the records.
- In the event records reveal evidence of a crime which is unacceptable as determined by CMS, the Contractor agrees to remove the employee from CMS work site(s) and remove access to CMS confidential information.
- CMS, at its sole discretion, may require up-to-date criminal history record check(s) during the course of the contract.
- Under no circumstances will Contractor personnel is to open and remove confidential documents from the Contractor provided Containers while on-site performing the destruction process.

6. SPECIFIC REQUIREMENTS:

Contractor is responsible for the shredding destruction, supplying/providing of wheeled lockable containers and consoles, various sizes. Contractor shall be able to organize and perform the services for shredding and destruction of confidential documents and materials.

6.1 Shredding Services:

- CMS authorizes staff member(s) and/or designee(s) who will serve as witness to the onsite document destruction process if providing.
- Contractor equipment must be specifically designed for shredding services.
- Contractor's shredding equipment must have the capacity to handle the volume of material generated or produced through the course of government business and must safely and completely destroy all materials whether stapled, clipped, bound, etc.
- Contractor's shredding equipment must convert the material into small unreadable pieces which are mixed, compressed and secured until destroyed.
- Contractor shall provide CMS staff member or designee with certificates of destruction (COD) upon destruction.
- If shredded material is taken to the Contractor's facility, or to an off-site facility, where it will be destroyed by burning, mulching, pulping, shredding, or disintegrating.
 - Any facility where material is held prior to being converted to an un-reconstructable state shall have the following requirements:
 - A monitored alarm system for areas where materials are held;
 - A closed circuit camera system that monitors access points into destruction areas.
 - The system shall have playback capabilities for up to 90 days.
- CMS will not provide hand trucks or other equipment to assist the Contractor.

6.2 Containers:

- CMS shall provide the approximate number and sizes of locked secured containers and consoles as indicated and distribute the containers to various identified locations as directed by CMS.
- All containers and consoles shall be equipped with attached lid and locking devices.
- Containers and consoles shall be of uniform color, and be clearly marked to indicate the container is only for deposit of "Confidential Documents for Destruction"
- Containers and consoles must have either a top slot or side slot near the top designed to prevent theft of materials by reaching in.
- Containers and consoles must have a tamper evident locking system and be made of a fire resistant material.
- Contractor will supply CMS representative with a key for locking all containers and consoles. If a key is lost, the Contractor will supply a new key at no additional charge to the agency.

- CMS will be allowed to place additional non-permanent signage on containers and consoles at its discretion.
- Contractor shall retain ownership of the containers and consoles.
- Contractor shall submit to CMS a complete description of the material type, size, color, signage and other features of containers and consoles selected by Contractor and accepted by CMS for services under this agreement.
- Contractor shall be responsible for maintaining all containers and consoles in good working order, cleaning containers as necessary and providing replacement and/or additional containers and consoles as may be requested by CMS during the term of contract.
- Contractor shall agree that CMS shall not be responsible for any liability incurred by the Contractor or the Contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers and consoles provided by the Contractor.

6.3 Ad-HOC:

- CMS shall have the option to request additional shredding services to support large purges, and office moves that cannot be supported through already scheduled service.

7. QUANTITIES:

The number of containers and consoles at locations, their size various offices, as well as the frequency of services, may change upon CMS request in accordance with its needs. Currently, the containers and consoles are to be placed in the copier rooms and central office areas. Contractor shall be notified of any anticipated modification.

Location and Bin/Container Size

<u>Location</u>	<u>Room</u>	<u>Bin/Container Size</u>
<u>7500 Security Blvd</u>		
North Building:	N1-23-23 (Copy Room)	95 Gallon
	N2-20-22 (Copy Room)	95 Gallon
	N3-20-21 (Copy Room)	95 Gallon
Central Building:		
	CL-19-13 (Copy Center)	95 Gallon
	C1-09-01 (Copy Room)	95 Gallon
	C1-24-11 (Copy Room)	32 Gallon
	C2-04-20 (Copy Room)	95 Gallon
	C2-10-11 (Copy Room)	95 Gallon
	C3-05-01 (Copy Room)	95 Gallon
	C3-09-12 (Copy Room)	95 Gallon
	C3-25-26 (OSSO FO)	Console (Mini)
	C4-04-20 (Copy Room)	95 Gallon
	C4-09-01 (Copy Room)	95 Gallon
	C4-24-11 (Copy Room)	Console (Mini)
	C4-25 to 26 (Suite)	Console (Mini)
	C5-02-02 (Suite)	Console (Mini)
	C5-04-20 (Copy Room)	32 Gallon
	C5-09-01 (Copy Room)	95 Gallon
	C5-15-17 (Copy Room)	Console (Mini)
	C5-16 to 19 (Suite)	Console (Mini)
	C5-21 to 22 (Suite)	Console (Mini)
	C5-24-01 (Copy Room)	Console (Mini)
	C5-24 to 25 (Suite)	Console (Mini)
	C5-25 to 26 (Suite)	Console (Mini)
South Building:		
	SL-16-02 (Copy Room)	95 Gallon
	SL-17-06 (Badging Office)	Console (Standard)
	S1-16-11 (Copy Room)	65 Gallon
	S2-16-11 (Copy Room)	32 Gallon
	S2-20-21 (Copy Room)	95 Gallon
	S3-20-21 (Copy Room)	95 Gallon
<u>2520 Lord Baltimore</u>		
	LB-07-12 (Copy Room)	95 Gallon
<u>7111 Security</u>		
	B2-06-01 (Copy Room)	95 Gallon
	B3-03-24 (Copy Room)	95 Gallon
<u>7210 Ambassador</u>		
	AR-08-59	65 Gallon
	AR-14-36	95 Gallon
	AR-18-49	95 Gallon
<u>7205 Windsor</u>		
	WB-06-05 (Copy Room)	95 Gallon
	WB-18-25 (Copy Room)	95 Gallon

	WB2-31-30	95 Gallon
<u>Mail Center</u>		
Warehouse		
	Mail Center	175 Gallon
Lord Baltimore		
		175 Gallon
		175 Gallon

8. CERTIFICATE OF DESTRUCTION:

The contractor shall provide a certificate of destruction (COD) each time shredding is performed. The Certificate of Destruction (COD) must include:

1. Location of agency facility;
2. Date service provided;
3. Number of containers (for scheduled shredding)
4. Number of pounds (for bulk shredding);
5. Signature and title of Contractor employee performing services;
6. Name of CMS authorized/designee witness if any.

9. SCALES:

- Scales used by the Contractor must be certified to weigh the material shredded

10. PICK-UP FREQUENCY:

- CMS would like shredding service to be scheduled at recurring established hours.
- CMS would like the option to increase or decrease scheduled shredding frequency depending on volume.
- Contractor will rescheduled onsite shredding to the next business day on Federal holidays.