

4.1.6 Bidder must provide service within 72 hours of the request for service. Requests for service can be made through Iron Mountain Connect. Orders will be guaranteed based off negotiated service level timeframe for all requests.

InControl Shred Usage Report gives you the visibility you need to evaluate the many variables that can impact your program – container volume, number of containers, service frequency, awareness and compliance of employees – and much more.

The Shred Usage Report shows shred bin scheduling details. The number of bins and frequency of pickup can be customized to your requirements.

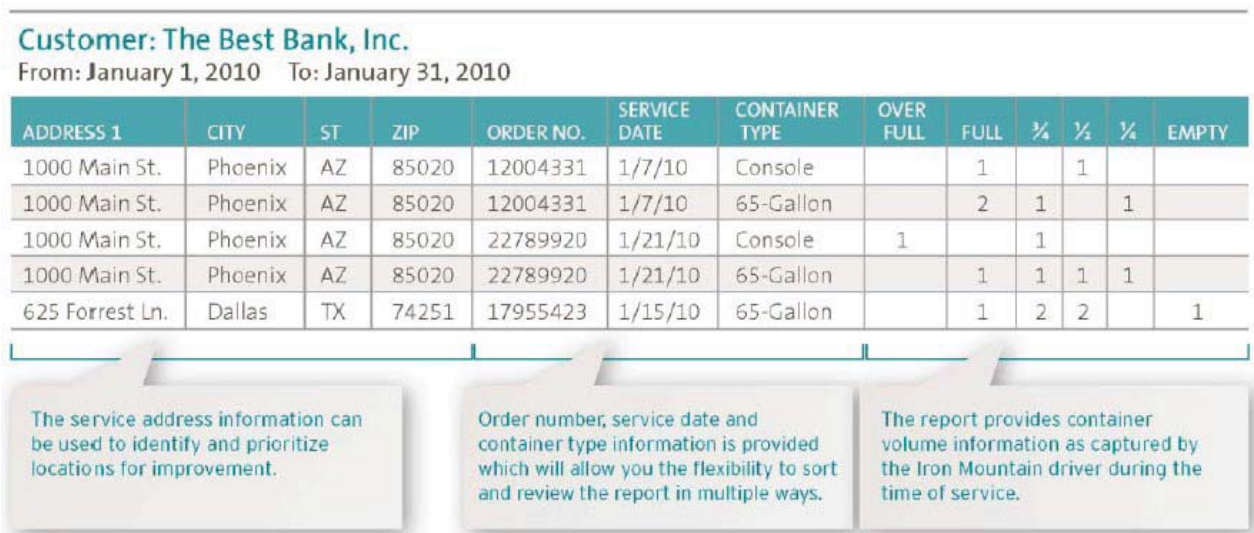


Figure 10: Shred Usage Report

- ***Provide an example certificate of destruction.***

Iron Mountain will provide a certificate attesting to the destruction of all documents. To this end, Iron Mountain staff will include on the Certificate of Destruction: the number of bins (or seals, if applicable) to confirm the number, date and time of collection, date of the destruction, the signature of the Iron Mountain official, and the signature of the Company witness, if applicable.

The certificate of destruction will also be available on our Iron Mountain Connect platform under Program Monitoring Report.

Program Monitoring Report
CA001 INC

Job ID: L5151401
Authorized User: bscott
Delivered On: 09/23/2010 01:11:34
Page Number: 2

Service Dated FEB/2004-MAY/2004

Certificate of Destruction:

Iron Mountain certifies that the materials related to shredding services referenced below have entered the destruction process in accordance with our Secure Shredding Workflow so that the information cannot be reconstructed.

Customer ID	Division Id Department Id	Division Name Department Name	Address	Service Date	Qty Service Description
CUST1	1111 ADMIN	Headquarters ADMINISTRATION	1000 CAMPUS DRIVE COLLEGEVILLE, PA, 19426	02/07/2004	1.00 OFFSITE SHRED, SEC 95 GAL
CUST1	1111 SALES	Headquarters SALES	1000 CAMPUS DRIVE COLLEGEVILLE, PA, 19426	02/07/2004	1.00 OFFSITE SHRED, TRIP SCHEDULED
CUST1	1111 CSERVICE	Headquarters CUSTOMER SERVICE	1000 CAMPUS DRIVE COLLEGEVILLE, PA, 19426	02/07/2004	1.00 OFFSITE SHRED, SEC 65 GAL
CUST1	1111 SALES	Headquarters SALES	1000 CAMPUS DRIVE COLLEGEVILLE, PA, 19426	03/07/2004	1.00 OFFSITE SHRED, SEC 65 GAL
CUST1	1112 ADMIN	Boston ADMINISTRATION	745 ATLANTIC AVE BOSTON, PA, 19426	03/07/2004	1.00 OFFSITE SHRED, SEC 95 GAL

Iron Mountain Connect is the industry leading platform that provides full visibility of your Records and Shredding Programs. Whether you need to place an order, review a locations shred profile, add new users to the system, or report on program activity, costs, or compliance, Iron Mountain Connect™ is your one-stop shop.

4.1.7 Onsite Services: **4.1.7.1** All destruction must be completed before Contractor employee leaves the Agency premises.

YES

Iron Mountain's onsite service is designed for organizations requiring the immediate and witnessed destruction of confidential materials on their premises. Onsite shredding is the ideal choice for the destruction of your copyrighted or royalty-based materials.

An Iron Mountain driver escorts your locked containers to a specially equipped mobile shredding vehicle. Once the shredding container contents are securely deposited inside the vehicle and shredding begins, you can watch the entire destruction process from the truck's onboard closed-circuit television system.

We then process and permanently destroy your materials to a non-recoverable form. After we securely destroy materials, we recycle all shredding output.



Figure 3: Materials are securely destroyed on your premises in a mobile shredding unit.

4.1.7.2 Agency personnel must be allowed to view destruction if desired.
 YES, Authorized Agency Personnel are allowed to view destruction if desired.

4.1.8 Offsite Services

4.1.8.1 Destroyed within 72 hours
 YES – See 3.1.8.2 for further info

4.1.8.2 Contents are to be secured from pick up through final destruction.

YES From the moment our driver arrives to pick up your materials to final destruction at a secure shredding plant, your information is protected. With InControl, your shredding containers are scanned at your location, where key service information such as barcode ID and container volume are captured. This information becomes part of your verifiable audit trail.

Once received at the plant, your materials are processed and permanently destroyed to a non-recoverable form, then baled and stored in the secure facility until being shipped to a paper mill for recycling. We recycle all shredding output.



Figure 2: Materials are securely destroyed at the Iron Mountain shredding plant.

4.2 Account Management

4.2.1 Bidder must provide the ability to view and pay invoices online. YES

All invoicing can be viewed/tracked on our online invoicing portal available to customers

4.2.2 Bidder must provide an account manager for the State of Iowa account.

YES Brian Dodrill is assigned to the State of Iowa for Iron Mountain.

4.2.3 Bidder must ensure only authorized contacts make changes to agency accounts.

YES. The State of Iowa will choose the employees whom they would like to authorize to call in for service at each location.

4.2.4 Bidder must be able to communicate any schedule changes to agency contacts. YES, we will communicate any changes to schedule in a timely manor

4.3 Required Certification and Agreements 3.3.1 Bidder must agree to the agency specific BAA listed in attachment #8. Iron Mountain currently has an executed BAA with the State of Iowa dated April 2019.

4.3.2 Bidder must be NAID certified. YES

4.3.3 Bidder must be able to provide confidential destruction services based on the IRS Publication 1075.

Yes. Iron Mountain will provide secure document destruction compliant with IRS Publication 1075.

Iron Mountain's NAID-certified paper destruction process uses equipment designed to meet currently established industry standards. These standards require equipment with cutting blades calibrated to the following OEM specifications for paper destruction:

–Dual-cut or Two-Cut system with the first blades set at 2-inches and the second blades set at 5/8-inch

4.3.4 Bidder must agree to Confidentiality Acknowledgements listed in Attachment #9.

See Signed attached Attachment #9 "Acknowledgment of Statement of Confidentiality (002)"

4.4 Bidder must fill out Attachment #9 for each region that will be serviced by bidder.

We are offering the same price for all regions.

Appendix

Scheduled Service							
On-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper		\$7.00	\$9.00	\$12.00			
Other							
Off-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper		\$5.00	\$7.00	\$9.00			
Other							

On Call Service							
On-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper		\$7.00	\$9.00	\$12.00			
Other							
Off-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper		\$5.00	\$7.00	\$9.00			
Other							

Additional Services/Fees		
	On-site	Off-site
Container Rental		
Container Drop Off	0	0
Contain Pick Up	25	25
Incineration	TBD	TBD
Expedited Services	TBD	TBD
Emergency Services	TBD	TBD
Purge Services	TBD	TBD
Monthly Minimum	n/a	n/a
Monthly Flat Fees		
Discounts Available		
Other	Custom lock pricing TBD based on type	Custom lock pricing TBD based on type

Attachment #1
Certification Letter

Alterations to this document are prohibited.

(Date) 1-8-2020

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to Iowa Department of Administrative Services for RFB1420005036 for Secure Document Shredding are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- ☒ Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- ☐ Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,



Signature

Ed Bass Regional Director

Name and Title of Authorized Representative

1-8-2020

Date

Alterations to this document are prohibited.

Date _____

**Attachment #3
Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:
(Make additional pages if necessary)

<u>Section</u>	<u>Exception</u>
1. <u>7.1</u>	Shredding – Destroy paper using cross cut shredders which produce particles that are .04 inches by .02 inches in size, or smaller, or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 inch security screen. “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.”
2. <u>7.4</u>	Strike “<u>and the Agency</u>”
3. <u>8.2.1</u>	No work furnished under this Contract will be subcontracted without prior written approval from the Department, except to an affiliate of Contractor.
4. <u>8.2.9</u>	In the event that a subpoena or other legal process is served upon the contractor for records containing confidential information then, to the extent allowed by such subpoena or legal process,
5. <u>8.2.10</u>	<u> </u> The contractor shall immediately upon discovery report to IDR <u> </u>
6. <u>8.2.11</u>	IDR and t The IRS, <u> </u>
7. <u>BAA</u>	We wish to utilize Signed and executed BAA with State of Iowa dated April 2019.
8. <u> </u>	<u> </u>
9. <u> </u>	<u> </u>
10. <u> </u>	<u> </u>

Attachment #4
Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder’s request for confidentiality that does not comply with this form or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder’s request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.


Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

****Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

Iron Mountain	RFB1420005036	Secure Document Destruction Services
Company	RFB Number	RFB Title
	Regional Director	1-8-2020
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Bidder is requesting confidential treatment of any information submitted in its Bid.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Bidder's submission does not guarantee the agency will grant Bidder's request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

RFB Section:	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

****If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

Attachment #9
Confidentiality Acknowledgements

The Contractor shall acknowledge by signature, acceptance by its employees, agents, or subcontractors of the terms of federal and state confidentiality disclosure provisions in Internal Revenue Service Confidential Information Safeguarding Provisions, Confidential Information Safeguarding Provisions and Acknowledgement of Statement of Confidentiality.

Internal Revenue Service Confidential Information Safeguarding Provisions

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) 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 contractor is prohibited.
- (4) 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.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) 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 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 five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

that any such unauthorized future 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 IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) 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 this 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 \$1,000.00 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 \$1,000.00 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. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor 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 contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, 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 so 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.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors 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, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). 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 contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Definition of Confidential Information. The term “Confidential Information” shall include, but not be limited to, the following:

- All individual case information received pursuant to this Contract unless otherwise designated by the Bureau,
- An individual’s social security number,
- An individual’s residential and mailing addresses,
- An individual’s employment information, and
- An individual’s financial information.

Prohibitions against the Use and Disclosure of Confidential Information. The Contractor shall not use, handle, transmit, store, or destroy the Confidential Information of applicants or recipients of child support enforcement services in a manner or for any purpose, except as allowed by the provisions of the Contract. The Contractor shall safeguard the confidentiality of Confidential Information concerning applicants or recipients of child support enforcement services according to 5 U.S.C. § 552a; 26 U.S.C. § 6103; 42 U.S.C. §§ 654 and 654a; Iowa Code § 252B.9; Iowa Code Chapter 715C; 45 CFR Parts 303.21 and 307.13; and other applicable federal and state laws.

Internal Revenue Service Data. The Contractor shall adhere to the safeguarding provisions of *Internal Revenue Service Publication 1075*. **Exhibit F** contains a summary of the Contractor’s Confidential Information safeguarding requirements and penalties pertaining to Internal Revenue Service information.

Reporting. The Contractor shall report to the Bureau’s Security and Privacy Officer and the Child Support Recovery Unit any use or disclosure of the Confidential Information not provided for by this Contract of which the Contractor becomes aware, as well as report any suspected or unauthorized access to or disclosure of Confidential Information. The Contractor agrees to report suspected or unauthorized access to or disclosure of Confidential Information immediately, as the Bureau is required to report the suspected or unauthorized access or disclosure within the following timeframes:

- Federal Tax Information24 hours
- Social Security Information1 hour
- Federal Parent Locator Service1 hour
- All other Confidential Information3 Business Days

Sanctions. State and federal statutes carry criminal penalty or civil liability for confidentiality violation. For example, see Iowa Code § 252B.10; 5 U.S.C. § 552a; 42 U.S.C. §§ 653(l)(2) and 654a(d)(5); and 26 U.S.C. §§ 7213A and 7431. The Contractor may not use the Confidential Information for commercial or political purposes or re-disclose the Confidential Information without the express, written consent of the Bureau. The Contractor may be held civilly or criminally liable for misuse of the Confidential Information.

Survival. The provisions of the Contract that protect Confidential Information shall survive termination of the Contract.

Acknowledgement of Statement of Confidentiality

I understand all information received under this contract is confidential unless otherwise designated by the Agency. I further understand I am bound by state and federal confidentiality law that prohibits disclosure of state and federal data and program information. For example, see Iowa Code section 252B.9 and 252B.9A. Some of these statutes carry criminal penalty or civil liability for statute violation. For example, see Iowa Code section 252B.10, 42 U.S.C. §653(l)(2) and 654a(d)(5), and 5 U.S.C. § 552a.

I realize that information provided to the Department of Human Services by the Internal Revenue Service is confidential in nature. I am also aware the following is punishable:


- 1) The willful inspection (browsing) of information without authorization, or
- 2) The willful release of such information to persons other than that intended by the Iowa Department of Human Services policy and procedures.

I understand unauthorized inspection of federal tax information to anyone against the provisions of Section 7213A and 7431 of the Internal Revenue Code is a criminal misdemeanor punishable, upon conviction, by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. I further understand that any such unauthorized inspection I am found to be responsible for may also result in a money judgment against me in an amount equal to the sum of the greater of \$1,000 for each unauthorized inspection or the amount of the actual damages to the taxpayer.

I understand unauthorized willful disclosure of federal tax information to anyone against the provisions of Section 7213 and 7431 of the Internal Revenue Code is a felony punishable if convicted by a fine up to \$5,000 or imprisonment up to five (5) years, or both, plus the cost of prosecution. I further understand that any such unauthorized future disclosure of federal tax information may also result in a money judgment against me in an amount not less than \$1,000 for each unauthorized disclosure.

I also understand that under 5 U.S.C. § 552a, The Privacy Act of 1974, willful disclosure of SSA information can result in a misdemeanor and a fine not to exceed \$5,000. Willful maintenance of a system of records can result in a misdemeanor and fine not to exceed \$5,000. Willfully and knowingly requesting or obtaining records under false pretenses can result in a misdemeanor and fine not to exceed \$5,000.

I have read and understand this Acknowledgement of Statement of Confidentiality Information and have had an opportunity to ask my supervisor questions about this information.

Printed Name Ed Bass	Company Name Iron Mountain
Signature 	Date 01/14/2020

Iowa Department of Human Services Business Associate Agreement

THIS Business Associate Agreement (“BAA”) supplements and is made a part of the Contract (hereinafter, the “Underlying Agreement”) between the Iowa Department of Human Services (the “Agency”) and the Contractor (the “Business Associate”).

1. Purpose.

The Business Associate performs certain services on behalf of or for the Agency pursuant to the Underlying Agreement that may include the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the HIPAA Rules (collectively “HIPAA”). The parties to the Underlying Agreement are entering into this BAA to establish the responsibilities of both parties regarding Protected Health Information and to bring the Underlying Agreement into compliance with HIPAA.

2. Definitions.

The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclose, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- a. Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 C.F.R. § 160.103, and in reference to the party to this BAA, shall mean the Contractor.
- b. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this BAA shall mean the portions of the Agency, which is a “hybrid” entity under HIPAA, that fall under the purview of HIPAA.
- c. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. Obligations and Activities of Business Associate.

The Business Associate agrees to:

- a. Not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to the Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware in accordance with subsection 7, below;
- d. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. § 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as

- necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.526;
- g. Maintain and promptly make available, as directed by the Covered Entity, the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528;
 - h. Promptly forward any request that the Business Associate receives directly from an Individual who (1) seeks access to Protected Health Information held by the Business Associate pursuant to this BAA, (2) requests amendment of Protected Health Information held by the Business Associate pursuant to this BAA, or (3) requests an accounting of Disclosures, so that the Covered Entity can coordinate the response;
 - i. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
 - j. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. Permitted Uses and Disclosures by the Business Associate.

- a. The Business Associate may Use or Disclose Protected Health Information received in relation to the Underlying Agreement as necessary to perform the services set forth in the Underlying Agreement.
- b. The Business Associate is not authorized to de-identify Protected Health Information in accordance with 45 C.F.R. § 164.514(a)-(c) unless expressly authorized to do so in writing by the Covered Entity's Security and Privacy Officer.
- c. The Business Associate agrees to make Uses and Disclosures and Requests for Protected Health Information consistent with the Covered Entity's Minimum Necessary policies and procedures. The parties agree that because of the nature of the services provided, Business Associate is unable to determine what constitutes the Minimum Necessary to accomplish the intended purpose in accordance with HIPAA, HIPAA regulations, and any applicable guidance issued by the Secretary and will rely on Covered Entity's direction.
- d. The Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.
- e. The Business Associate may Use or Disclose the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to who the information is Disclosed that the information will remain confidential and used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been Breached.

5. Obligations of the Covered Entity.

- a. The Covered Entity will notify the Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect the Business Associate's Use or Disclosure of Protected Health Information.
- b. The Covered Entity will notify the Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect the Business Associate's Use or Disclosure of Protected Health Information.
- c. The Covered Entity shall notify the Business Associate of any restriction on the Use or Disclosure of Protected Health Information that the Covered Entity has agreed to or is required

to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's Use or Disclosure of Protected Health Information.

6. Permissible Requests by the Covered Entity.

The Covered Entity shall not request the Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

7. Breach Notification Obligations of the Business Associate.

Business Associate agrees to promptly report to Covered Entity any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific Deposits which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.

8. BAA Administration.

- a. Term and Termination.* This BAA is effective on the date of its incorporation into the Underlying Agreement. The Covered Entity may terminate this BAA for cause if the Covered Entity determines that the Business Associate or any of its Subcontractors or agents has breached a material term of this BAA. The Covered Entity will provide written notice to the Business Associate requesting that the Business Associate remedy the breach within the time frame provided in the notice which shall not be less than thirty (30) calendar days. The remedy time frame provided the Business Associate will be consistent with the severity of the breach. Expiration or termination of either the Underlying Agreement or this BAA shall constitute expiration or termination of the corresponding agreement.
- b. Obligation to Return PHI, Destroy PHI, or Extend Protections to Retained PHI.* Upon expiration or termination of this BAA for any reason, the Business Associate shall return to the Covered Entity or destroy all Protected Health Information received from Covered Entity subject to applicable charges and fees, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, that the Business Associate still maintains in any form. Return or destruction of Protected Health Information shall take place in accordance with the requirements for such return or destruction as set forth in the Underlying Agreement or as otherwise directed by the Covered Entity. The Business Associate shall retain no copies of the Protected Health Information unless such return or destruction is not feasible. If return or destruction of the Protected Health Information is not feasible, upon expiration or termination of this BAA, the Business Associate shall:
 - i. Retain only that Protected Health Information that is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities to the extent Required By Law;
 - ii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as the Business Associate retains the Protected Health Information;
 - iii. Not Use or Disclose the Protected Health Information retained by the Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in subsection 4(e) above under "Permitted Uses and Disclosures by the Business Associate" which applied

- prior to termination; and
 - iv. Return to the Covered Entity or destroy the Protected Health Information retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.
 - c. *Compliance with Confidentiality Laws.* The Business Associate acknowledges that it must comply with all applicable laws that may protect the Protected Health Information or other patient information received and will comply with all such laws, which include but are not limited to the following:
 - i. Medicaid applicants and recipients: 42 U.S.C. § 1396a(a)(7); 42 C.F.R. §§ 431.300 - .307; Iowa Code § 217.30;
 - ii. Mental health treatment: Iowa Code chapters 228, 229;
 - iii. HIV/AIDS diagnosis and treatment: Iowa Code § 141A.9; and
 - iv. Substance abuse treatment: 42 U.S.C. § 290dd-2; 42 C.F.R. part 2; Iowa Code §§ 125.37, 125.93.
 - v. Consumer personal information: Iowa Code ch. 715C.
 - d. *Financial Obligations for Breach Notification.*
 - i. To the extent that the Business Associate is a governmental agency subject to the provisions of Iowa Code § 679A.19, any dispute between the Contractor and the Agency, including but not limited to the incursion of any costs, liabilities, damages, or penalties related to the Business Associate's breach of this BAA, shall be submitted to a board of arbitration in accordance with Iowa Code § 679A.19.
 - ii. Business Associate agrees to indemnify Covered Entity from and against any fines or penalties imposed upon Covered Entity as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Covered Entity, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA ("Claim"). Business Associate shall not be obligated to indemnify Covered Entity for any portion of such fines or penalties resulting from (i) Covered Entity's violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of Covered Entity, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the Covered Entity. The foregoing indemnity obligation is expressly conditional on Covered Entity granting Business Associate the right at Business Associate's option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate's right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the Covered Entity without its prior written consent, (ii) the Covered Entity shall have the right to participate, at its own expense, in the claim or suit and (iii) the Covered Entity shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states Covered Entity's sole and exclusive remedy and Iron Mountain's sole liability for any loss, damage, expense or liability of Covered Entity for any Claims in connection with this BAA. The Business Associate's obligations under this subsection 8(d) are not limited to third-party claims but shall also apply to claims by the Covered Entity against the Business Associate.
 - e. *Amendment.* The Covered Entity may amend the BAA from time to time by posting an updated version of the BAA on the Agency's website at:

- <http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Covered Entity of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Covered Entity's notice referenced herein. Any agreed alteration of the then current Covered Entity BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment and signed by the Contractor, Agency Director, and the Agency Security and Privacy Officer.
- f. *Survival.* All obligations of the Agency and the Business Associate incurred or existing under this BAA as of the date of expiration or termination will survive the expiration or termination of this BAA.
 - g. *No Third Party Beneficiaries.* There are no third party beneficiaries to this BAA between the parties. The Underlying Agreement and this BAA are intended to only benefit the parties to the BAA.
 - h. *Miscellaneous.*
 - i. *Regulatory References.* A reference in this BAA to a section in the HIPAA Rules means the section as it may be amended from time to time.
 - ii. *Interpretation.* Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
 - iii. *Applicable Law.* Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

Tony D. May

Tony D May

Regional Director, Secure Shredding

04-05-2019



January 8, 2020

To: All Potential Respondents
From: Kelli Sizenbach, Purchasing Agent
Subject: RFB1420005036

Addendum One

Please amend the subject RFP as follows:

Section 4.1.3 is changed to – Bidder must provide locks for all containers and allow agencies to add an additional lock if deemed necessary by the agency.

Section 4.1.7.1 is changed to – Destroyed within 72 hours.

Section 6.6 is added as follows - Qualified Service Organization. The Contractor acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in this Contract has the same meaning as the definition set forth in 42 CFR § 2.11.

Section 6.7 is added as follows: "Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach."

The due date has been extended to January 17, 2020 at 2:00 PM.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Paul S. Clapp

Signature

1/14/2020

Date

Paul S. Clapp

Typed or Printed Name



January 9, 2020

To: All Potential Respondents
From: Kelli Sizenbach, Purchasing Agent
Subject: RFB1420005036

Addendum Two

Please amend the subject RFP as follows:

Bidders must use the newly updated RFB Document.

Section 3.2.13 – Line item added regarding Bin Lock Keys. The Bidder shall specify if they have the ability to provide keys to locks with the “do not duplicate” statement stamped on them.

Section 3.3 – Line item added to allow for trip charges to unlock bins.

Addition of Section 4.1.6 - Bidder must provide service within 72 hours of the request for service.

Addition of Section 4.3.4 - Bidder must agree to Confidentiality Acknowledgements listed in Attachment #9.

Attachment #9 – Deleted this attachment as it was a duplication of Section 3.3.

Added new Attachment #9 – Confidentiality Acknowledgements

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Paul S. Clapp

Signature

01/14/2020

Date

Paul S. Clapp

Typed or Printed Name