



PURCHASING DEPARTMENT

Madison County Board of Supervisors
146 West Center Street
Canton, MS 39046 / 601-855-5534
kesha.buckner@madison-co.com

December 6, 2021

To: Board of Supervisors
From: Kesha Buckner, Purchasing Clerk *KPB*
Subject: Shred-it Contract

Attached is a contract with Shred-it to destroy the old records for the Chancery Court. The unit total price comes to \$1,830.00 for a maximum of 305 small boxes at \$6.00 per box.

I recommend that the board approve the contract with Shred-it and authorize Board President to execute same.

Thank you in advance for your consideration of the above recommendations.



Standard Agreement

Effective Date 11.18.2021 between Stericycle, Inc and MADISON COUNTY BOARD OF SUPERVISORS located at 146 W CENTER ST, CANTON, Mississippi,39046-3735

Contract Entities: (Sold to) :

Customer/Company Name: MADISON COUNTY BOARD OF SUPERVISORS
 Address 1: 146 W CENTER ST
 Address 2:
 City / State / Zip: CANTON, Mississippi, 39046-3735
 Phone: 601855534
 Email: kesha.buckner@madison-co.com
 Contact: Accounts Payable
 Title: Accounts Payable Manager

Billing Information

Billing Contact/Company Name: MADISON COUNTY BOARD OF SUPERVISORS
 Address 1:
 Address 2:
 City / State / Zip: , ,
 Phone: 601855534
 Email: kesha.buckner@madison-co.com
 Contact: Accounts Payable
 Title: Accounts Payable Manager

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: MADISON COUNTY BOARD OF SUPERVISORS Address: 146 W CENTER ST, CANTON, Mississippi, United States, 39046-3735	SELECT PURGE SERVICE OFF-SITE (PAPER)	One Time	1 Each	\$ 225.00 minimum per pickup	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: MADISON COUNTY BOARD OF SUPERVISORS Address: 146 W CENTER ST, CANTON, Mississippi, United States, 39046-3735	BOX-SMALL	One Time	305 Each	\$ 6 per container	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Contract Effective Date: 11.18.2021

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

The offer will expire 11.17.2022

Stericycle:

Contracting Entity: Stericycle Inc.
Name: Bryna Blank
Title:
Date:

Signature:

Customer:

Customer/Company: Accounts Payable
Name:
Title:
Date:

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60045 P (866) 783-7422. F (866) 783-7432

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc, a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and MADISON COUNTY BOARD OF SUPERVISORS with offices at 146 W CENTER ST, CANTON, Mississippi, United States, 39046-3735 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 11/18/2021 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment (Equipment) for the collection and storage of Customer's paper and other agreed upon materials (CCM). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the Destruction Process), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe (Prohibited Materials). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

The term of this Agreement will begin on the Effective Date and continue for sixty days.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively Service Fees). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com (Schedule), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 10 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Stericycle has arrived at Customer's location on the scheduled shredding date.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty five (35) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the acts and omissions, negligent or otherwise, of Stericycle, its employees and/or agents, in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the acts and omissions, negligent or otherwise, of Customer, its employees and/or agents, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment. Notwithstanding anything to the contrary hereunder, Stericycle agrees that it has no rights of any kind to the project for which Customer is engaging Stericycle's services hereunder and, accordingly, in no event shall Stericycle be entitled to injunctive relief to enjoin, restrain or interfere with the exploitation and/or promotion in any manner of such project.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee of \$ PLEASE ADD AMOUNT HERE for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

13. Excuse of Performance

Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for

damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

Except as set forth in the GPO Agreement, during the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations.

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement

shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement to any unaffiliated entity of Customer without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

Attachments

Attachment: Service Compliance

SELECT PURGE SERVICE | OFF-SITE (PAPER)

BOX-SMALL

Certificate Of Completion

Envelope Id: 51551E58EA484220B05D4902FE0DBC5F	Status: Sent
Subject: Documents for your DocuSign Signature	
Source Envelope:	
Document Pages: 5	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bryna Blank
Time Zone: (UTC-06:00) Central Time (US & Canada)	2355 Waukegan Road
	Bannockburn, IL 60062
	bryna.blank@stericycle.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Bryna Blank	Location: DocuSign
12/3/2021 4:08:03 PM	bryna.blank@stericycle.com	

Signer Events

Signature	Timestamp
Accounts Payable	Sent: 12/3/2021 4:08:06 PM
kesha.buckner@madison-co.com	Viewed: 12/3/2021 4:12:38 PM
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure: Not Offered via DocuSign	

Bryna Blank
 bryna.blank@stericycle.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	12/3/2021 4:08:06 PM
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Payment Events

Status

Timestamps