

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

2 April 2014

District 1 Supervisor John Bell Crosby
District 2 Supervisor Ronny Lott
District 3 Supervisor Gerald Steen
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin

Subject: City of Ridgeland Household Hazardous Waste Day

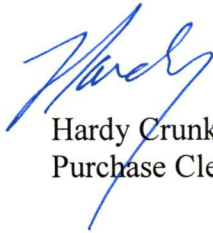
Gentlemen:

Ridgeland Public Works Director Mike McCollum has requested that “document shredding” be added to the services provided at the annual Household Hazardous Waste Day that Madison County is sponsoring through a State Solid Waste Assistance Grant.

A copy of a proposed one-time agreement with Shred-It is attached. This expense is refundable under the grant guidelines, according to Mr. McCollum.

It is my recommendation that the board approve the attached agreement with Shred-It and authorize the board president to execute same.

Sincerely,



Hardy Crunk
Purchase Clerk



CLIENT ONE-TIME SERVICE AGREEMENT

Branch Address: 181 Davis Johnson Drive, Suite M
Richland, MS 39218 Phone (601) 420-1984 Fax (601) 420-1985

Client Information

Sold To Location:

Company Name: Madison County Tel: _____ Fax: _____
 Address: _____ Unit: _____
 City: _____ State: MS Zip: _____

Are invoices paid at this location: Yes No Same as: Ship to Bill to Payer

Please complete if invoices are not paid at this location.

Address: _____ Unit: _____
 City: _____ State: _____ Zip: _____

Contacts

Primary contact applies to all

Decision Maker:

Name: _____ Tel: _____ Email: _____

CSR:

Name: Mike McCollum Tel: (601) 853-2027 Email: mike.mccollum@ridgelandms.org

A/P:

Name: _____ Tel: _____ Email: _____

ALT (Alternate):

Name: Wendy Bordean (location) Tel: _____ Email: _____

Ship To Location: (service location) Same as Sold to

Multiple Service Locations: (check here and attach addendum with location list)

Company Name: Madison County Community Event, c/o Holmes C.C. Tel: _____ Fax: _____
 Address: 412 West Ridgeland Avenue Unit: _____
 City: Ridgeland State: MS Zip: 39157

One-Time Service

On site Off site Client initials here: _____

Estimated Material and QTY

Bankers Box (12" x 10" x 15"): _____ Media Small or Large: _____

Copy Box: _____ Blue Bag: _____

File Drawer (15" x 10" x 24"): _____ Other (describe): 4 Hour - Community Shred Event

Hard Drive Small or Large: _____ Other (describe): _____

Notes: Set for Saturday, May 17th - Starting at 8:00am until 12:00pm (To Be Held at Holmes Community College)

One-Time Service Fees

Minimum Charge: \$ 1,200 OR Flat Rate: \$ _____ Includes: + Fuel Surcharge (applies to all customers)

Price Per Unit Below

Bankers Box (12" x 10" x 15"): \$ N/A Media Small or Large: \$ _____

Copy Box: \$ N/A Blue Bag: \$ N/A

File Drawer (15" x 10" x 24"): \$ N/A Other (describe): \$ 300.00 Per Hour

Hard Drive Small or Large: \$ _____ Other (describe): \$ _____

Notes: ****Payment is due at time of service.****

Payment Details

Payment Method: Cheque C.O.D. Visa MC AMEX (do not collect credit card information, branch will follow up)

PO# Required: _____ Blanket or Per Service: _____

Company Billing Email Address: _____

Tax Type: (check here and attach certificate) Exempt Service Certificate Resale Certificate Direct Buy Certificate

I have read and agree to the Terms and Conditions on reverse:

Shred-it USA Inc. ("Shred-it")

Company: _____

Signed Tiffany Greene

Digitally signed by Tiffany Greene
 DN: cn=Tiffany Greene, ou=Shred-it, ou_email=tiffany.greene@shredit.com, c=US
 Date: 2013.08.05 14:41:29 -0500

Signed (Authorized Signature) _____

Print Name Tiffany Greene

Print Name _____

Position ISE Quote valid for 45 days from issue date.

Position _____

Date April 1, 2014

Date _____

Terms & Conditions of Shred-it Client Service Agreement

1. **Sole Terms.** All services provided by Shred-it to Client are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Client's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing. All typographical and clerical errors are subject to correction.
2. **Shred-it Services.** Shred-it will provide the following services to Client:
 - (a) Shred-it will: (i) collect Client's paper and other agreed upon materials (Materials) on a mutually agreed basis and (ii) destroy the Materials using a mechanical shredding device (the "Destruction Process").
 - (b) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Client with a Certificate of Destruction.
 - (c) An authorized representative of Client may, at any time, inspect the Destruction Process.
 - (d) Shred-it will recycle or otherwise dispose of the Materials.
3. **Shred-it Equipment.** Any containers ("Equipment") provided to Client by Shred-it are the property of Shred-it. Client will not file any lien, nor allow to be filed any lien, against any such Equipment. Client will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Client's location, Client shall pay a replacement charge pursuant to the Schedule; and (b) indemnify and hold harmless Shred-it and its affiliates and agents for any damages related to such Equipment, and for any Materials which may have been located in such Equipment.
4. **Service Fee.** Client will pay a "Service Fee" to Shred-it as set forth on the cover page. Notwithstanding anything to the contrary, Client shall pay the Minimum Charge if after Shred-it has arrived at Client's location on the scheduled shredding date and time, Client's offices are closed or Client declines shredding services without prior notification to Shred-it.
5. **Payment Terms.** Client agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Client unless Client has provided Shred-it with exemption certificates acceptable to the taxing authorities.
6. **Ancillary Charges.** Client agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
7. **Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement.
8. **Fuel, Environmental and/or Other Surcharge.** Client agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
9. **Excused Performance.** In the event Shred-it is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of Shred-it, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
10. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any Materials or other property of Client. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Client is limited to the amount of the Service Fees received by Shred-it from Client for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
11. **Setoff.** Client will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Client, its parent, affiliates, subsidiaries or other divisions or units.
12. **Prohibited Acts.** Client shall not: (a) store in any Equipment any Materials considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, (b) assign this Agreement to any other party without the prior written consent of Shred-it, which may be withheld in Shred-it's sole discretion and (c) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing confidentiality, retention and disposition of any Materials
13. **Indemnification; Attorney's Fees and Collection Costs.** Client shall indemnify Shred-it for all costs and damages suffered by Shred-it as a result of Client's actual or threatened breach of this agreement. In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
14. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Delaware, excluding its choice of law provisions. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Client at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section.

I hereby acknowledge that I have read and understood the terms and conditions

Customer Initials



ONE-TIME SERVICE REQUEST

Branch Address: 181 David Johnson Drive, Suite M
Richland, MS 39218

Client Information

Sold To Location:

Company Name: _____ Tel: _____ Fax: _____
Address: _____ Unit: _____
City: _____ State: MS Zip: _____

Are invoices paid at this location: Yes No Same as: Ship to Bill to Payer

Please complete if invoices are not paid at this location.

Address: _____ Unit: _____
City: _____ State: _____ Zip: _____

Bill To Location: Same as Sold to Same as Ship to

Company Name: _____ Tel: _____ Fax: _____
Address: _____ Unit: _____
City: _____ State: _____ Zip: _____

Payer: Same as Sold to Same as Bill to Same as Ship to

Company Name: _____ Tel: _____ Fax: _____
Address: _____ Unit: _____
City: _____ State: _____ Zip: _____

To Be Completed By Sales Representative

Type of Business: SIC _____ (please see reverse) Description: _____

Business Hours: _____ Restrictions: _____

Building Access: _____ PO #: _____

Call Ahead: Yes No How Long: _____

Site Directions: _____

Main Intersection: _____

Proximity Type: Dense Urban Semi-Urban Remote Facility Type: Strip Mall High Rise Low Rise

Customer Location Size: 0-9 Employees 10-199 Employees 200+ Employees National Multi-Location

Special Instructions: _____

For Office Use Only

Account Number: _____

Service Day: M T W T F S S

Estimated Service Duration: _____

Week #: _____ Grid #: _____ Route #: _____ Sequence: WK1 (A) WK2 (B) WK3 (C) WK4 (D)

Routing Spreadsheet Updated: _____ (initials)

DSM: _____ DOM: _____

DATE: _____ DATE: _____

Category Description	SIC Code Description	4-digit SIC	
Automotive Services	Miscellaneous Automotive Services	7549	
	Passenger Car Leasing	7515	
	Passenger Car Rental	7514	
Business Services	Adjustment and Collection Services	7322	
	Advertising Agencies	7311	
	Commercial Art and Graphic Design	7336	
	Commercial Photography	7335	
	Credit Reporting Services	7323	
	Data Processing and Preparation	7374	
	Employment Agencies	7361	
	Miscellaneous Business Services	7389	
Car Dealers & Gas Stations	Gasoline Service Stations	5541	
	Motorcycle Dealers	5571	
	New Car Dealers	5511	
	Recreational Vehicle Dealers	5561	
	Used Car Dealers	5521	
Chemical Products	Pharmaceutical Companies	2834	
Communications	Cable and Other Pay Television Services	4841	
	Miscellaneous Communications	4899	
	Radio Broadcasting Stations	4832	
	Television Broadcasting Stations	4833	
Construction & Contractors	Telephone Communication	4813	
	Construction & Contractors	1799	
	Eating & Drinking Places	Drinking Places	5813
		Restaurants	5812
Educational Services		Business and Secretarial Schools	8244
	Colleges and Universities	8221	
	Elementary and Secondary Schools	8211	
	Junior Colleges	8222	
	Libraries	8231	
	Miscellaneous Educational Services	8299	
Engineering, Accounting & Related Services	Accounting, Auditing, and Bookkeeping	8721	
	Architectural Services	8712	
	Engineering Services	8711	
	Facilities Support Services	8744	
	Management Consulting Services	8742	
	Public Relations Services	8743	
	Surveying Services	8713	
Executive, Legislative & General Government	Executive and Government Offices	9111	
	General Government	9199	
	Legislative Bodies	9121	
Financial	Federal Reserve Banks (Government)	6011	
	National Commercial Banks or Credit Unions	6021	
	Miscellaneous Financial	6099	
	State Commercial Banks or Credit Unions	6022	

Category Description	SIC Code Description	4-digit SIC
Food Stores	Grocery Stores	5411
General Merchandise Stores	Department Stores	5311
	Miscellaneous General Merchandise	5399
	Variety Stores	5331
Health Services	Dental Laboratories	8072
	Home Health Care Services	8082
	Hospitals, General Medical and Surgical	8062
	Medical Laboratories	8071
	Miscellaneous Health Services	8099
	Offices and Clinics of Dentists	8021
	Offices and Clinics of Medical Doctors	8011
	Skilled Nursing Care Facilities	8051
Hotels and Motels	Hotels and Motels	7011
Insurance / Real Estate	Insurance Agents, Brokers, and Service	6411
	Insurance Carriers	6399
	Developers	6552
	Real Estate Agents and Managers	6531
	Title Offices	6541
Justice, Public Order and Safety	Correctional Institutions	9223
	Courts	9211
	Fire Protection	9224
	Police	9221
Legal Services	Legal Services	8111
Membership Organizations	Business Associations	8611
	Labor Organizations	8631
	Miscellaneous Organizations	8699
	Professional Organizations	8621
Personal Services	Funeral Service and Crematories	7261
	Miscellaneous Personal Service	7299
	Tax Return Preparation Services	7291
Printing & Publishing	Book Publishing	2731
	Commercial Printing	2752
	Magazine Printing	2721
	Newspapers	2711
Retail (Miscellaneous)	Drug Stores or Pharmacies	5912
	Miscellaneous Retail Stores	5999
	Office Supply Stores	5943
Security & Commodity Brokers	Investment Advice	6282
	Security Brokers and Dealers	6211
Social Services	Child Day Care Services	8351
	Individual and Family Services	8322
	Job Training and Related Services	8331
	Miscellaneous Social Services	8399
	Residential Care	8361
Veterinary Services	Veterinary Services	0741