

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

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

17 March 2016

District 1 Supervisor Sheila Jones
District 2 Supervisor Trey Baxter
District 3 Supervisor Gerald Steen
District 4 Supervisor David Bishop
District 5 Supervisor Paul Griffin

Subject: Approve Shred-it contract for Madison the City's Clean-Up Day and authorize board president to execute same

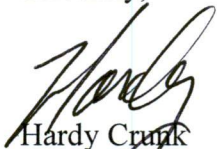
Dear Board Members:

For the past several years Madison County has applied for and received a Solid Waste Assistance Grant from DEQ for use by the City of Ridgeland to help fund its annual Household Hazardous Waste Day. At the request of Tona Becker, who spearheads Madison the City's Clean-Up Day, \$1,200 for Madison the City was included in this year's Household Hazardous Waste grant request from DEQ.

Under the terms of the grant, the County contracts with the cities' requested vendors, which then collect and dispose of hazardous waste such as paint, chemicals, and electronics, etc. during Household Hazardous Waste program events. The County pays the invoices and then receives reimbursement from DEQ up to the grant amount.

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

Sincerely,


Hardy Crunk
Purchase Clerk



CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address: _____
5530 Industrial Road, Jackson, MS 39209

Client Information

Sold To Location:

Company Name: Madison County Board of Supervisors Tel: 601-790-2590 Fax: _____
Address: 125 West North Street Unit: _____
City: Canton State: MS Zip: 39046

Purge Service

Collection "C" or Dock Stop "D" Service	Description	Container Type	Service Type	Quantity	Unit Price
Collection	Purge - Community Shred Day		On-site		See Below

Minimum Charge: \$ 1200.00 + FSC % per stop

OR Flat Rate: \$ N/A per stop Includes: \$300 per hour w/ 4 hour minimum + Fuel Surcharge

Price Per Unit

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

Copy Box: \$ _____ Media Type: _____

File Drawer (15" x 10" x 24"): \$ _____ Blue Bag: \$ _____

Hard Drive Small or Large: \$ _____ Other (describe): \$ 300 per hour w/ 4 hour minimum

Notes: ****CSR will not walk up or down stairs per safety regulations****

Payment Details

Payment Method: Check Visa MC AMEX (do not collect credit card information, branch will follow up)

PO# Required: _____ Blanket

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

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it General Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

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

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

Company Madison County

Signed: [Signature]

Signed (Authorized Signature): _____

Print Name: Sharetra Hewitt

Print Name: Trey Baxter

Position: Inside Sales Executive

Position: Board President

Date: March 17, 2016 **Quote valid for 45 days**

Date: 21 March 2016

Terms & Conditions of Shred-it Customer Service Agreement

- 1. Sole Terms.** All services provided by Shred-it to Customer 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 Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
- 2. Shred-it Services.** Shred-it will provide the following services to Customer:
 - (a) Shred-it will: (i) collect Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical shredding device (the Destruction Process).
 - (b) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - (c) An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - (d) Shred-it will recycle or otherwise dispose of the CCM.
- 3. Shred-it Equipment.** Any containers ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer 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 Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
- 4. Service Fee.** Customer will pay a "Service Fee" to Shred-it as set forth on the cover page or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the shredding service after Shred-it has arrived at Customer's location on the scheduled shredding date and time or if the Customer's offices are closed on the scheduled shredding date.
- 5. Payment Terms.** Customer 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 Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
- 6. Ancillary Charges.** Customer 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.** Customer 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 either party 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 such party, or by reason of the other party or its agents, 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 CCM or other property of Customer. Shred-it'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 Shred-it from Customer 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.** Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
- 12. Prohibited Acts / Compliance with Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
- 13. Indemnification, Attorney Fees & Collection Costs.** ~~Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM).~~ 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. ~~Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office.~~ 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 Customer 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. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.

Within 45 days of receipt of invoice for April 30 only



Branch Address: _____
 5530 Industrial Road, Jackson, MS 39209

SERVICE REQUEST

1. Client Information

National Account: # _____

Sold To Location:

Company Name: Madison County Board of Supervisors Tel: 601-790-2590 Fax: _____
 Address: 125 West North Street Unit: _____
 City: Canton State: MS Zip: 39046

2. Service Details

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

Multiple Service Locations: # _____
 (attach addendum with location list)

Company Name: Tulane University Tel: _____ Fax: _____
 Address: 2115 Main Street Unit: _____
 City: Madison State: MS Zip: 39110

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

Company Name: Madison County Board of Supervisors Tel: _____ Fax: _____
 Address: P.O. Box 608 Unit: _____
 City: Canton State: MS Zip: 39046

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

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

3. Contacts

Primary contact applies to all

Decision Maker Name:

Name: _____ Tel: _____ Email: _____

CSR:

Name: Tona Becker Tel: 601-317-9756 Email: tonabecker@comcast.net

A/P:

Name: Hardy Crunk Tel: 601-855-5503 Email: hardy@madison-co.com

ALT (Alternate):

Name: _____ Tel: _____ Email: _____

4. Invoice Details for Regular Service

Invoice Type: Local Consolidated Billing Date: _____ (7th, 15th, 22nd, or End of Month)

Note: _____

Payment Method: Check Visa MC AMEX (do not collect credit card information, branch will follow up)

PO# Required: _____ Blanket

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