

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

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

30 August 2017

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 City of Madison Fall Recycle/Clean-Up Day

Dear Board Members:

The City of Madison's Fall Recycle/Clean-Up Day is Saturday, October 28, from 8 AM to 12:00 Noon at the former Tulane University location. Tona Becker with the City of Madison has requested that the county use \$1,200 of its most recent Household Hazardous Waste grant to contract with Shred-It to shred sensitive documents for residents.

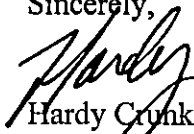
The board recently voted to reimburse Ridgeland for the \$41,900 balance on its Care Environmental invoice from its spring Household Hazardous Waste Day. The county is waiting formal approval via a letter from the Mississippi Department of Environmental Quality before making the reimbursement to Ridgeland.

Based upon my calculations, there should be enough unencumbered grant funds to cover the City of Madison's request:

Grant Amount	\$45,090
Ridgeland's Balance on Care Environmental Invoice	<u>\$41,900</u>
Available Unencumbered Grant Funds	\$ 3,190

To participate in the City of Madison's Fall Recycle/Clean-Up Day the board would need to approve the attached Shred-It contract and authorize the board president to execute same.

Sincerely,


Hardy Crunk
Purchase Clerk



CUSTOMER SERVICE AGREEMENT PURGE SERVICE

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

Client Information

Sold To Location:

Company Name: Madison County Board of Supervisors
Address: 125 W North St

Tel: 601-790-2590

Fax:

City: Canton

State/Province: MS

Zip: 39046-3720

Purge Service

Minimum Type	Minimum Product	Unit Price
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Service Type: On-Site **Collection Type:** Floor **Fuel/Env. Surcharge:** No
Notes: Shred Day at Tulane is \$300 per hour w/a 4 hour minimum. Service is billed at \$5.00 per minute.

Pricing Per Unit

Description	Container Type	Quantity	Unit Price
Exception	Minimum Charge	240	\$5.00

Payment Details

Payment Method: Invoiced

(do not collect credit card information, branch will follow up)

PO# Required: No

PO#:

Blanket:

Liable for Tax: No

(check and attach 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 District Operations 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 the following page: I agree.

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

Company: ~~Tulane University~~ *Madison County, Mississippi*

Signed: Shanetra Hewitt
Shanetra Hewitt (Aug 30, 2017)

Signed (Authorized Signature):

Print Name: Shanetra Hewitt

Print Name:

Position: Inside Sales Executive

Position:

Date: Aug 30, 2017

Date:

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Terms & Conditions of Shred-it Customer Service Agreement

- 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.
- Shred-it Services.** Shred-it will provide the following services to Customer:
 - 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).
 - Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - Shred-it will recycle or otherwise dispose of the CCM.
- 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.
- 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.
- 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. *with 5 days of receipt of invoice*
- 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. *NC*
- Term of the Agreement.** This Agreement shall remain in force only 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. *Fee schedule 28, 2017 only NC*
- 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.
- 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.
- 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.
- 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.
- 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. *NC*
- 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.